ကုမ္ပဏီအမည်	-	GEP (Myanmar) Co., Ltd.
လုပ်ငန်း	-	ရခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ထိုင်းနိုင်ငံမှ Green Earth Power (Thailand) Co., Ltd. မှ မြန်မာနိုင်ငံတွင် GEP (Myanmar) Co., Ltd. တည်ထောင်ပြီး မကွေးတိုင်းဒေသကြီး၊ မင်းဘူး(စကု)ဒေသတွင် ၂၂၀ MW_{DC} နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ ၁၇၀ MW_{AC} လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

စဉ်	အကြောင်းအရာ	ဆောင်ရွက်သည့်နေ့စွဲ	ပြန်ကြားချက်ရရှိသည့်နေ့စွဲ	ကြာချိန်
၁	အဆိုပြုလွှာ လက်ခံရရှိခြင်း	၁၈-၁၀-၂၀၁၆		
၂	သဘောထားမှတ်ချက်တောင်းခံခြင်း			
	(က) မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့	၂၆-၁၀-၂၀၁၆	၂၇-၁၂-၂၀၁၆	၆၂ ရက်
	(ခ) သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန	၂၀၁၆ ခုနှစ် မတ်လ ၁ ရက်နေ့ ရက်စွဲဖြင့်ပြုစုပေးသည့် Environmental and Socio-economic Impact Assessment (ESIA) (Revised Edition) အား တင်ပြထားပါသည်။		
	(ဂ) မြန်မာနိုင်ငံတော် ဗဟိုဘဏ်	၁၆-၁၂-၂၀၁၆	၂၀-၁-၂၀၁၆	၃၅ ရက်
၃	PAT (၃၉/၂၀၁၆) သို့ တင်ပြခြင်း	၂၄-၁၀-၂၀၁၆		
၄	PAT အစည်းအဝေး ဆုံးဖြတ်ချက်နှင့်အညီ ပြင်ဆင်တင် ပြရန် အကြောင်းကြားခြင်းပြန်ကြားခြင်း	၁-၁၁-၂၀၁၆		
၅	ကုမ္ပဏီမှ PATအစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ အဆိုပြုချက်အား ပြန်လည်တင်ပြလာခြင်း	၁၃-၁၂-၂၀၁၆		
၆	လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ PAT အစည်းအဝေး ဆုံးဖြတ်ချက်နှင့်အညီ အဆိုပြုချက်အား ပြန်လည်တင်ပြ လာခြင်း	၁၅-၁၂-၂၀၁၆		
၇	ကုမ္ပဏီမှ အဆိုပြုလွှာ ပေးပို့ခြင်း	၁၇-၂-၂၀၁၆		
၈	**စုစုပေါင်း ကြာမြင့်ရက်**	၆၆ ရက်		

ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ-၄
PAT ၏ ဆွေးနွေးချက်၊ ဆုံးဖြတ်ချက်အပေါ် ဆောင်ရွက်မှု

စဉ်	လုပ်ငန်းအမည်	အမျိုးအစား	PAT အကြိမ် နေ့စွဲ	ဆွေးနွေးချက်မှ ပြင်ဆင်ရန် လိုအပ်ချက်	ဆောင်ရွက် ပြီးစီးမှု	အလံ အမှတ်
၁	၂	၃	၄	၅	၆	၇
၁။	GEP (Myanmar) Co., Ltd.	၂၂၀ MW_{DC} နေစွမ်းအင်သုံး ဓာတ်အားပေး စက်ရုံ တည်ဆောက်၍ ၁၇၀ MW_{AC} လျှပ်စစ် ဓာတ်အား ထုတ်လုပ် ရောင်းချခြင်း လုပ်ငန်း	(၃၉/၂၀၁၆) (၂၄-၁၀-၂၀၁၆)	- လုပ်ငန်းဆောင်ရွက်မည့် မြေနှင့် စပ်လျဉ်း၍ ကုမ္ပဏီအမည်ပေါက် ရရှိရန်နှင့် အခြားနည်းဖြင့် မြေ အသုံးပြုခွင့်ရရှိရေး ဆက်လက် ဆောင်ရွက်ရန်။	ဆောင်ရွက် ပြီး	အလံ(က)
				- ချေးငွေသဘောတူစာချုပ် တင်ပြ ရန်နှင့် မြေငှားရမ်းခြင်း စာချုပ် (မူကြမ်း) အား ပြန်လည်စိစစ်၍ ပြည့်စုံစွာ ပြင်ဆင် တင်ပြရန်။	ဆောင်ရွက် ပြီး	အလံ(ခ)
				- ပြည်တွင်း၊ ပြည်ပမှ တင်သွင်းမည့် စက်ပစ္စည်းစာရင်း ခွဲခြားတင်ပြ ရန်။	ဆောင်ရွက် ပြီး	အလံ(ဂ)
				- Recycle Plant လုပ်မည့် အစီ အစဉ်တင်ပြရန်။	ဆောင်ရွက် ပြီး	အလံ (ဃ)

ကုမ္ပဏီ အမည် - GEP (Myanmar) Co., Ltd.
အဖွဲ့အစည်းပုံသဏ္ဍာန် - ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
လုပ်ငန်းအမျိုးအစား - ၂၂၀ MW_{DC} နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ ၁၇၀ MW_{AC} လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
တည်နေရာ - မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးခရိုင်၊ မင်းဘူး(စကု)မြို့နယ်၊ မင်းလှကျင်း ကျေးရွာအုပ်စု၊ ခုတ်ကြီးကွင်း၊ ကွင်းအမှတ်(၁၂၇၃)ရှိမြေ ၇၀၀ ဧက
စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု - US$ ၂၉၇ သန်း
ဝန်ဆောင်မှုပေးမည့်စနစ် - ပြည်တွင်း ၁၀၀%
လုပ်ငန်းသက်တမ်း - ၃၀ နှစ်
အရင်းကြေ ကာလ - ၁၆ နှစ် ၅ လ
IRR - ၅.၄၈ %

အထက်ပါလုပ်ငန်းဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်၏ Cost & Benefit ကို အောက်ပါဇယားဖြင့် ပြုစုတင်ပြအပ်ပါသည်-

စဉ်	အကြောင်းအရာ	Cost	Benefit
၁	နိုင်ငံ့ဝန်ထမ်း၏လစာ	ကျပ် ၃.၀၀ သန်း (တစ်နှစ်)	
၂	ကုမ္ပဏီမှတ်ပုံတင်ကြေး	-	ကျပ် ၀.၆၇ သန်း
၃	သွင်းကုန်ခွန် ကင်းလွတ်ခွင့်	ကျပ် ၂,၈၂၀.၅၂ သန်း	
၄	ဝင်ငွေခွန်	ကျပ် ၁၄,၃၀၈.၁၃ သန်း	ကျပ် ၄၈,၄၆၇.၉၀ သန်း
၅	ကုန်သွယ်လုပ်ငန်းခွန်	ကျပ် ၁၁,၉၆၀.၀၀ သန်း	ကျပ် ၂၀,၄၀၅.၈၀ သန်း
၆	မြေငှားရမ်းခ		ကျပ် ၁,၂၉၉.၈၉ သန်း
၇	လုပ်ခလစာအပေါ် ဝင်ငွေခွန်		ကျပ် ၁,၇၆၉.၀၄ သန်း တစ်နှစ် ဝင်ငွေ ကျပ် ၄.၈ သန်း (ကျပ် လေးဆယ့် ရှစ်သိန်း) ကျော်ပါက အခွန်ပေးရမည့် ပြည်ပဝန်ထမ်း ၄၄ ဦး ကျပ် ၂,၀၃၀.၁၂ သန်း တစ်နှစ် ဝင်ငွေ ကျပ် ၄.၈ သန်း (ကျပ် လေးဆယ့် ရှစ်သိန်း) ကျော်ပါက အခွန်ပေးရမည့် ပြည်ပဝန်ထမ်း ၁၁၇ ဦး
၈	CSR (၂%)		ကျပ် ၄,၀၅၀.၈ သန်း
၉	အလုပ်အကိုင် အခွင့်အလမ်း		အမြဲတမ်း ပြည်တွင်း ၁၁၇ ဦး ပြည်တွင်းလုပ်သား၁၁၇ဦးအလုပ်အကိုင်ရရှိမည်ဖြစ်၍ ဒေသအလုပ်အကိုင် အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုကို အထောက်အကူပြုစေပါသည်။ အလုပ်အကိုင် အခွင့်အလမ်းများ ပိုမိုရရှိစေပြီး ဆင်းရဲနွမ်းပါးမှု လျှော့ချရေးကို အထောက်အကူပြုစေနိုင်ပါသည်။
		ကျပ် ၂၉,၀၉၂.၆၅ သန်း	**ကျပ် ၇၉,၀၂၅.၂၂ သန်း**
		၁ း ၃	

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ မရက- ၅(လ)/န-၀၀၃/၂၀၁၇(၀၈၅)
ရက်စွဲ၊ ၂၀၁၇ ခုနှစ် မတ်လ ၃ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့
တင်ပြသည့် အမှာစာ

အကြောင်းအရာ။ **ရခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. မှ မြန်မာနိုင်ငံတွင် GEP (Myanmar) Co., Ltd. တည်ထောင်ပြီး မကွေးတိုင်းဒေသကြီး၊ မင်းဘူး(စကု)ဒေသတွင် ၂၂၀ MW_{DC} နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ ၁၇၀ MW_{AC} လျှပ်စစ်ဓာတ်အား ထုတ်လုပ် ရောင်းချခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ**

၁။ ရခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. မှ မြန်မာနိုင်ငံတွင် GEP (Myanmar) Co., Ltd. တည်ထောင်ပြီး မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးခရိုင်၊ မင်းဘူး(စကု)မြို့နယ်၊ မင်းလှကျွင်း ကျေးရွာအုပ်စု၊ ခုတ်ကြီးကွင်း၊ ကွင်းအမှတ် (၁၂၇၃) ရှိ မြေ ၇၀၀ ဧကတွင် ၂၂၀ MW_{DC} နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ ၁၇၀ MW_{AC} လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှ တစ်ဆင့် အဆိုပြုချက် တင်ပြလာခြင်းအား ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၂၄ ရက်နေ့တွင် ကျင်းပခဲ့သည့် အဆိုပြုချက် စိစစ်ရေးအဖွဲ့၏ ၃၉/၂၀၁၆ ကြိမ်မြောက်အစည်းအဝေးသို့ တင်ပြခဲ့ပါသည်။

၂။ အဆိုပြုလုပ်ငန်းနှင့် စပ်လျဉ်း၍ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၂၀၁၆ခုနှစ် ဩဂုတ်လ ၈ ရက်နေ့ ရက်စွဲပါစာဖြင့် တင်ပြရာတွင် လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် Green Earth Power (Thailand) Co., Ltd. တို့အကြား ၂၀၁၃ ခုနှစ် မေလ ၂ ရက်နေ့တွင် နားလည်မှု စာချွန်လွှာ (MOU) လက်မှတ်ရေးထိုးခဲ့ပြီးဖြစ်ပါသည်။ ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ၂၀၁၄ ခုနှစ် အောက်တိုဘာလ ၁၀ ရက် နေ့တွင် ကျင်းပသော အစည်းအဝေး အမှတ်စဉ် (၂၀/၂၀၁၄) ၏ သဘောတူခွင့်ပြုချက်ဖြင့် ၂၀၁၄ ခုနှစ် အောက်တိုဘာလ ၁၆ ရက်နေ့တွင် သဘောတူညီမှုစာချွန်လွှာ (MOA) ကို လက်မှတ်ရေးထိုးခဲ့ပြီးဖြစ်ပါသည်။

၃။ အဆိုပြုချက်နှင့်အတူ ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ၂၀၁၆ ခုနှစ် ဖေဖော်ဝါရီလ ၂၅ ရက်နေ့တွင် ကျင်းပသော အစည်းအဝေးအမှတ်စဉ် (၈/၂၀၁၆)၏ သဘောတူခွင့်ပြုချက်ဖြင့် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်နှင့်အညီ မြန်မာ့လျှပ်စစ် ဓာတ်အားလုပ်ငန်းနှင့် GEP (Myanmar) Co., Ltd. တို့အကြား ၂၀၁၆ ခုနှစ် မတ်လ ၂၀ ရက်နေ့တွင် ချုပ်ဆိုသည့် လျှပ်စစ်ဓာတ်အား ဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) အားတင်ပြထားပါသည်။

၄။ လုပ်ငန်းစီမံကိန်း သက်တမ်းကာလမှာ ၃၀ နှစ်ဖြစ်ပြီး တည်ဆောက်မှုကာလမှာ ၄၈ လ ဖြစ်ပါသည်။

၅။ မြေပိုင်ရှင် AVA Capital Trading Limited နှင့် GEP (Myanmar) Co., Ltd. တို့ ချုပ်ဆိုထားသည့် မြေငှားစာချုပ် (မူကြမ်း) အား တင်ပြထားပါသည်။ မြေငှားရမ်းသက်တမ်းမှာ နှစ် ၃၀ ဖြစ်ပြီး နှစ်စဉ်မြေငှားရမ်းခမှာ အမေရိကန်ဒေါ်လာ ၆၆,၆၆၀(တစ်နှစ်တစ်ဧကလျှင် အမေရိကန်ဒေါ်လာ ၉၅.၂၃ နှုန်း) ဖြစ်ပါသည်။

၆။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းနှင့် GEP (Myanmar) Co., Ltd. တို့ချုပ်ဆိုသည့် လျှပ်စစ်ဓာတ်အား ဝယ်ယူရေး သဘောတူစာချုပ်(မူကြမ်း) (PPA) ပါ အဓိက အချက်များမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

(က) စာချုပ်သက်တမ်းကာလအတွင်း လျှပ်စစ်ဓာတ်အားခအနေဖြင့် တစ်ကီလိုဝပ်နာရီလျှင် အမေရိကန်ဒေါ်လာ ၁၂.၇၅ ဆင့် နှုန်းဖြင့် ချုပ်ဆိုသွားမည်ဖြစ်သည်။ **(အပိုဒ်-၅-၁)**

(ခ) စာချုပ်သက်တမ်း ကာလသည် အဆိုပြုလုပ်ငန်း ပထမအဆင့်၏ ထုတ်လုပ်မှု စတင်သောနေ့ရက်မှ ၃၀ နှစ် အထိဖြစ်ပါသည်။ **(အပိုဒ်-၆-၁)**

(ဂ) စာချုပ်သက်တမ်း တိုးမြှင့်ခြင်းအတွက် နှစ်ဦးနှစ်ဘက် သဘောတူညီချက်အရ တိုးမြှင့်နိုင်ပါသည်။ စာချုပ်သက်တမ်းတိုးမြှင့်လိုပါက ကုမ္ပဏီနှင့် မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းအနေဖြင့် ၂၄လ ကြိုတင်ညှိနှိုင်းရမည်။ **(အပိုဒ်-၆-၃)**

၇။ လုပ်ငန်း၏ စုစုပေါင်း မ,တည်ငွေရင်း ပမာဏမှာ ချေးငွေ US$ ၂၀၉.၀၅ သန်း အပါအဝင် US$ ၂၉၇ သန်း ဖြစ်ပြီး ငွေသား US$ ၇၄.၂၅ သန်းနှင့် စက်နှင့်စက်ပစ္စည်းတန်ဖိုး US$ ၂၂၂.၇၅ သန်းတို့ဖြစ်ပါသည်။ တစ်နှစ်လျှင် အတိုးနှုန်း ၆% ဖြင့် ၁၂ နှစ်အတွင်း ပေးဆပ်မည်ဖြစ်ကြောင်း ချေးငွေပြန်လည်ပေးဆပ်မည့် အစီအစဉ်နှင့်အတူ တင်ပြထားပါသည်။

၈။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် တည်ဆောက်ရေးကာလတွင် ပြည်ပဝန်ထမ်း ၄၄ ဦးနှင့် ပြည်တွင်းဝန်ထမ်း ၆၀၀ ဦးခန့်ထားမည်ဖြစ်ပါသည်။ ပြည်ပဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၁,၀၀၀ နှင့် အမြင့်ဆုံး လစာမှာ US$ ၅,၀၀၀ ဖြစ်ပြီး ပြည်တွင်းဝန်ထမ်းများ၏ လစာနှုန်းထားအား Sub-Contractor နှင့် သဘောတူညီချက်အတိုင်း သတ်မှတ်ပေးမည် ဖြစ်ပါသည်။ လုပ်ငန်းလည်ပတ်မှုကာလအတွင်း ပြည်တွင်းဝန်ထမ်း ၁၁၇ ဦး ခန့်ထားမည်ဖြစ်ပါသည်။ ပြည်တွင်းဝန်ထမ်းတစ်ဦး၏အနိမ့်ဆုံးလစာမှာ US$ ၁၈၀ ဖြစ်ပြီး အမြင့်ဆုံးလစာမှာ US$ ၂,၀၀၀ ဖြစ်ပါသည်။

၉။ အဆိုပြုလုပ်ငန်းမှ ထုတ်လုပ်သော လျှပ်စစ်ဓါတ်အားကို ဌာနသို့ ၁၀၀% ရောင်းချမည်ဖြစ်ပြီး ထုတ်လုပ်မှုမှာ ပုံမှန်နှစ် (၆) နှစ်မြောက်တွင် ကီလိုဝပ်နာရီသန်းပေါင်း ၃၂၅.၅၅၄ ဖြစ်ပြီး ရောင်းချမည့်ဈေးနှုန်းမှာ တစ်ကီလိုဝပ်နာရီလျှင် US$ ၀.၁၂၇၅ ဖြစ်ပါသည်။

၁၀။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် ၆ နှစ်မြောက်တွင် ရရှိမည့် ကုမ္ပဏီ၏ ဝင်ငွေနှင့် အသုံးစရိတ်ခန့်မှန်းခြေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

			US$ (သန်း)
(က)	ဝင်ငွေ	-	၄၁.၅၀၈
(ခ)	အသုံးစရိတ်	-	၃၂.၈၀၆
(ဂ)	အသားတင်အမြတ်	-	၈.၇၀၂

၁၁။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်မှ ၆ နှစ်မြောက်တွင် ရရှိမည့်အကျိုးအမြတ်ခန့်မှန်းခြေမှာ ဝင်ငွေခွန် US$ ၂.၉၀၁ သန်း နှင့် ကုန်သွယ်လုပ်ငန်းခွန် US$ ၁.၇၉၀ သန်း ရရှိမည်ဖြစ်ပါသည်။ လုပ်ငန်း၏အရင်းကြေကာလမှာ ၁၆ နှစ် ၅ လ ဖြစ်ပြီး အရင်းအနှီးအပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း IRR မှာ ၅.၄၈% ဖြစ်ပါသည်။

၁၂။ ယင်းအဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍သက်ဆိုင်ရာဌာန၊ အဖွဲ့အစည်းများသို့ သဘောထားများတောင်းခံခဲ့ရာ အောက်ပါအတိုင်း ပြန်ကြားလာပါသည်-

(က) **မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့** **(နောက်ဆက်တွဲ-က)**

(၁) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်နေရာသည် နောင်ပြုလုပ်မည့်(သို့မဟုတ်) လက်ရှိမြို့ပြစီမံကိန်းကို ထိခိုက်နိုင်ခြင်းမရှိပါကြောင်း။

(၂) မြို့နယ်/ဒေသ အလုပ်အကိုင်အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေးဖွံ့ဖြိုးမှုအတွက် အထောက်အကူဖြစ်ပြီး အလုပ်အကိုင်အခွင့်အလမ်းများ ပေါ်ပေါက်လာနိုင်ပါကြောင်း။

(၃) လုပ်ငန်းဆောင်ရွက်ခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်းရှိပါကြောင်း။

(၄) လုပ်ငန်းဆောင်ရွက်မည့် မြေနေရာသည် မင်းဘူးခရိုင်၊ စကုမြို့နယ်၊ ဇီးအိုင် ကျေးရွာအတွင်း မင်းဘူးမြို့နယ်မှ အနောက်ဘက် (၁.၄) မိုင်အကွာ မင်းဘူး-အမ်းကားလမ်း၏ မြောက်ဘက် (၁)မိုင်နှင့် (၃)ဖာလုံအကွာတွင်ရှိသည့် ဧရိယာ (၈၀၀) ဧကကျယ်ဝန်းသော မြေနေရာဖြစ်ပါကြောင်း သဘောထားပြန်ကြားထားပါသည်။

(ခ) **သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဝန်ကြီးဌာန**

အဆိုပြုလုပ်ငန်းနှင့်ပတ်သက်၍ MSR-Myanmar Survey Research မှ ၂၀၁၆ ခုနှစ် မတ်လ ၁ ရက်နေ့ ရက်စွဲဖြင့်ပြုစုပေးသည့် Environmental and Socio-

economic Impact Assessment (ESIA) (Revised Edition) အား တင်ပြထားပါသည်။

(ဂ) **မြန်မာနိုင်ငံတော် ဗဟိုဘဏ်** **(နောက်ဆက်တွဲ-ခ)**

အဆိုပြုလုပ်ငန်းနှင့်ပတ်သက်၍ Green Earth Power (Myanmar) Co., Ltd. အနေဖြင့် Equity အဖြစ် ယူဆောင်လာမည့် အမေရိကန်ဒေါ်လာ (၈၇.၉၅) သန်းအနက် Equity Brought-in မှာ အမေရိကန် ဒေါ်လာ (၃.၃၆၅) သန်းသာ ရှိသဖြင့် Equity တိုးမြှင့်ပြီးမှသာ ချေးငွေအား ပြန်လည်လျှောက်ထားရန် ဖြစ်ပါကြောင်း သဘောထား ပြန်ကြားထားပါသည်။

၁၃။ ငွေကြေးအထောက်အထားအဖြစ် Green Earth Power (Thailand) Co., Ltd. မှ ထိုင်းနိုင်ငံရှိ Kasikorn Bank ၌ ၂၀၁၅ ခုနှစ် ဇွန်လ ၂၉ ရက်နေ့ရက်စွဲဖြင့် US$ ၁၀,၇၄၅,၆၇၀.၇၅ ရှိကြောင်းနှင့် GEP(Myanmar)Co., Ltd. မှ ကမ္ဘောဇဘဏ်(ကျောက်တံတား ဘဏ်ခွဲ)၌ ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၅ ရက်နေ့ ရက်စွဲဖြင့် US$ ၁၄၈,၇၁၆.၂၄၊ ၂၀၁၆ ခုနှစ် နိုဝင်ဘာလ ၄ ရက်နေ့ ရက်စွဲဖြင့် US$ ၁၇၅,၇၅၂.၂၄ ရှိကြောင်းနှင့် ၂၀၁၆ ခုနှစ် ဒီဇင်ဘာလ ၁၅ ရက်နေ့ ရက်စွဲဖြင့် US$ ၁၇၀,၇၅၀.၂၄ ရှိကြောင်း တင်ပြထားပါသည်။ GEP (Myanmar) Co., Ltd. အမည်ဖြင့် ၂၀၁၆ ခုနှစ် မတ်လ ၉ ရက်နေ့ရက်စွဲဖြင့် ကမ္ဘောဇဘဏ် (နိုင်ငံတကာဘဏ်ဌာနခွဲ)(Foreign Remittance Department) ၌ နိုင်ငံခြား မ,တည်ငွေရင်းအဖြစ် US$ ၇၅,၀၀၀၊ ၂၀၁၆ ခုနှစ် ဧပြီလ ၇ ရက်နေ့ ရက်စွဲဖြင့် US$ ၇၅,၀၀၀၊ ၂၀၁၆ ခုနှစ် ဧပြီလ ၂၂ ရက်နေ့ ရက်စွဲဖြင့် US$ ၂၀၀,၀၀၀၊ ၂၀၁၆ ခုနှစ် မေလ ၂၇ ရက်နေ့ ရက်စွဲဖြင့် US$ ၆၃၀,၀၀၀၊ ၂၀၁၆ ခုနှစ် ဇွန်လ ၂၇ ရက်နေ့ ရက်စွဲဖြင့် US$ ၉၀၀,၀၀၀၊ ၂၀၁၆ ခုနှစ် ဇူလိုင်လ ၂၈ ရက်နေ့ ရက်စွဲဖြင့် US$ ၅၀၀,၀၀၀၊ ၂၀၁၆ ခုနှစ် စက်တင်ဘာလ ၂၀ ရက်နေ့ရက်စွဲဖြင့် US$ ၆၈၅,၀၀၀နှင့် ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၂၀ ရက်နေ့ရက်စွဲဖြင့် US$ ၃၀၀,၀၀၀ အား ထည့်ဝင်ထားသည့် အထောက်အထားများ တင်ပြထားပါသည်။

၁၄။ GEP (Myanmar) Co., Ltd. မှ ဝန်ထမ်းများအတွက် သက်သာ ချောင်ချိရေး အစီအစဉ်၊ ပတ်ဝန်းကျင် ထိန်းသိမ်းကာကွယ်မှု အစီအစဉ်နှင့် လူမှုရပ်ရွာအကျိုးပြုမှု အစီအစဉ်အဖြစ် Corporate Social Responsibility အဖြစ် လုပ်ငန်း၏ နှစ်စဉ်အသားတင်အမြတ်ငွေ၏ ၂ % ကို သုံးစွဲမည်ဖြစ်ပြီး Corporate Social Responsibility-CSR Plan အသေးစိတ်အား တင်ပြထားပါသည်။

၁၅။ မီးဘေးလုံခြုံရေးအစီအမံအနေဖြင့် စက်ပစ္စည်းများ၊ လျှပ်စစ်ဝါယာကြိုးထားရှိမှု အစီအမံများကို စနစ်တကျ ထားရှိမည်ဖြစ်ပြီး ကျွမ်းကျင်ဝန်ထမ်းများဖြင့် ခြောက်လတစ်ကြိမ် စစ်ဆေးမည်ဖြစ်ပြီး လောင်စာများကိုလည်း စနစ်တကျထားရှိမည်ဖြစ်ကြောင်း ဖော်ပြထားပါသည်။

၁၆။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေပါ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစား ခွင့်ပြုပါရန် တင်ပြထားပါသည်။

၁၇။ နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ပုဂ္ဂလိကမြေ အသုံးချခွင့်နှင့်စပ်လျဉ်း၍ ၂၀၁၅ ခုနှစ် ဒီဇင်ဘာလ ၁၇ ရက်နေ့တွင် ကျင်းပသော မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၂၃/၂၀၁၆) ကြိမ် မြောက်အစည်းအဝေး၊ ၂၀၁၆ ခုနှစ် ဒီဇင်ဘာလ ၃၀ ရက်နေ့တွင် ကျင်းပသော စီးပွားရေးရာ ကော်မတီ၏ (၁၆/၂၀၁၆) ကြိမ်မြောက် အစည်းအဝေးနှင့် ၂၀၁၇ ခုနှစ် ဖေဖော်ဝါရီလ ၂ ရက်နေ့ တွင် ကျင်းပသော ပြည်ထောင်စုအစိုးရအဖွဲ့၏ (၃/၂၀၁၇) ကြိမ်မြောက် အစည်းအဝေးတို့မှ ခွင့်ပြု ပြီးဖြစ်ပါသည်။

၁၈။ အဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်း စိစစ်တင်ပြအပ်ပါသည်-

(က) ရခိုင်နှုန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် Convalt Energy Myanmar Co., Ltd. တည်ထောင်ပြီး (၁၅၀) မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ များ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းအား ခွင့်ပြုမိန့် အမှတ်- ၁၁၉၃/၂၀၁၆ (၁၁-၁၁-၂၀၁၆) ဖြင့် ထုတ်ပေးခဲ့ပြီးဖြစ်ပါသည်။

(ခ) အဆိုပြုလုပ်ငန်း ဆောင်ရွက်မည့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးခရိုင်၊ မင်းဘူး (စကု) မြို့နယ်၊ မင်းလှကျင်း ကျေးရွာအုပ်စု၊ ခုတ်ကြီးကွင်း၊ ကွင်းအမှတ် (၁၂၇၃) ရှိ မြေ ၇၀၀ ဧကအတွက် မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများ စီမံခန့်ခွဲရေး ဗဟိုကော်မတီ၏ ၂၀၁၇ ခုနှစ် ဇန်နဝါရီလ ၁၉ ရက်နေ့တွင် ကျင်းပသော ၄/၂၀၁၇ ကြိမ်မြောက် အစည်း အဝေးအရ အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းများ အတွက် လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ပြုသော ခွင့်ပြုမိန့် ပုံစံ-၁၅ အား ၂၀၁၇ ခုနှစ် ဇန်နဝါရီလ ၂၀ ရက်နေ့ရက်စွဲပါစာဖြင့် ထုတ်ပေးထားသည့် အထောက်အထား တင်ပြ ထား ကြောင်း စိစစ်တင်ပြအပ်ပါသည်။

(ဂ) GEP (Myanmar) Co., Ltd. ၏ လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း ပထမအဆင့် စီမံကိန်းကာလအတွက် Krung Thai Bank Public Company Limited နှင့် Export-Import Bank of Thailand (EXIM Thailand) တို့ထံမှ စုစု ပေါင်း အမေရိကန်ဒေါ်လာ ၄၈ သန်း ချေးငွေရယူမည်ဖြစ်ကြောင်း တင်ပြထားပါ သည်။ မြန်မာနိုင်ငံတော် ဗဟိုဘဏ်မှ "Equity အဖြစ် ယူဆောင်လာမည့် အမေရိကန် ဒေါ်လာ (၈၇.၉၅) သန်း အနက် Equity Brought-in မှာ အမေရိကန်ဒေါ်လာ (၃.၃၆၅) သန်းသာ ရှိသဖြင့် Equity တိုးမြှင့်ပြီးမှသာ ချေးငွေအား ပြန်လည် လျှော့ထားရန် ဖြစ်ပါကြောင်း" သဘောထားပြန်ကြားထားပါသည်။ အဆိုပြုလုပ်ငန်း စုစု ပေါင်း ရင်းနှီးမြှုပ်နှံမှု အမေရိကန် ဒေါ်လာ ၂၉၇ သန်းတွင် ကိုယ်ပိုင်ငွေ အမေရိကန်

ဒေါ်လာ ၈၇.၉၅ သန်း (၃၀%) နှင့် ချေးငွေပမာဏ အမေရိကန်ဒေါ်လာ ၂၀၉.၀၅ သန်း (၇၀%) ပါဝင်ကြောင်း ဖော်ပြထားရာ ဆက်လက် ချေးယူမည့်ငွေပမာဏနှင့် စပ်လျဉ်း၍ မြန်မာနိုင်ငံတော် ဗဟိုဘဏ်သို့ ဆက်လက်တင်ပြသဘောထား တောင်းခံရန် လိုအပ်မည်ဖြစ်ကြောင်း စိစစ်တင်ပြအပ်ပါသည်။

(ဃ) အဆိုပြုလုပ်ငန်း၏ စီမံကိန်းကာလသည် စုစုပေါင်း ၄ နှစ် ကြာမြင့်မည်ဖြစ်ပြီး အဆင့် ၄ ဆင့်ဖြင့် အောက်ပါအတိုင်း အကောင်အထည်ဖော် ဆောင်ရွက်သွားမည် ဖြစ်ပါသည်-

ပထမအဆင့်	(၄၀)မဂ္ဂါဝပ်	(၁၂)လ
ဒုတိယအဆင့်	(၄၀)မဂ္ဂါဝပ်	(၁၂)လ
တတိယအဆင့်	(၄၀)မဂ္ဂါဝပ်	(၁၂)လ
စတုတ္ထအဆင့်	(၅၀)မဂ္ဂါဝပ်	(၁၂)လ
စုစုပေါင်းတပ်ဆင်အင်အား	၁၇၀ မဂ္ဂါဝပ် (အေစီ)	

(င) ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန၊ မူဝါဒနှင့် ဥပဒေရေးရာ ဌာနခွဲမှ ကော်မရှင် ခွင့်ပြုမိန့်နှင့် ဆုံးဖြတ်ချက်(မူကြမ်း)အား ဥပဒေနှင့်ညီညွတ်မှုရှိကြောင်း စိစစ်ပြီးဖြစ်ပါသည်။

ဆုံးဖြတ်ရန်အချက်

၁၉။ သို့ဖြစ်ပါ၍ ရခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. မှ မြန်မာနိုင်ငံတွင် GEP (Myanmar) Co., Ltd. တည်ထောင်ကာ မကွေးတိုင်းဒေသကြီး၊ မင်းဘူး(စကု)ဒေသတွင် ၂၂၀ MW_{DC} နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ ၁၇၀ MW_{AC} လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှတစ်ဆင့် အဆိုပြုချက် တင်ပြလာခြင်းနှင့်စပ်လျဉ်း၍ ခွင့်ပြုမိန့် ထုတ်ပေးရန် သဘောတူ-မတူ။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ

အကြောင်းအရာ။ ရခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. မှ မြန်မာနိုင်ငံတွင် GEP (Myanmar) Co., Ltd. တည်ထောင်ကာ မကွေးတိုင်း ဒေသကြီး၊ မင်းဘူး(စကု)ဒေသတွင် ၂၂၀ MW_{DC} နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည် ဆောက်၍ ၁၇၀ MW_{AC} လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် အဆိုပြုတင်ပြ လာခြင်းကိစ္စ

၁။	ကုမ္ပဏီအမည်/ ကမကထပြုသူ	- GEP (Myanmar) Co., Ltd. Mr. Supasit Pokinjaruras
၂။	အဖွဲ့အစည်းပုံသဏ္ဍာန်	- ရခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု GEP (Myanmar) Co., Ltd. (ထိုင်းနိုင်ငံ) ၁၀၀%
၃။	လုပ်ငန်းအမျိုးအစား	- မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် ၂၂၀ MW_{DC} နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ ၁၇၀ MW_{AC} လျှပ်စစ်ဓာတ်အား ထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း
၄။	တည်နေရာနှင့် မြေအကျယ်အဝန်း	- မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးခရိုင်၊ မင်းဘူး(စကု)မြို့နယ်၊ မင်းလှကျင်း ကျေးရွာအုပ်စု၊ ခုတ်ကြီးကွင်း၊ ကွင်းအမှတ်(၁၂၇၃)ရှိမြေ ၇၀၀ ဧက
	မြေပိုင်ရှင်	- AVA Capital Trading Co., Ltd.
	မြေငှားရမ်းခ	- အမေရိကန် ဒေါ်လာ ၆၆,၆၆၀ (တစ်နှစ်တစ်ဧကလျှင် အမေရိကန် ဒေါ်လာ ၉၅.၂၃ နှုန်း)
၅။	စုစုပေါင်း မ,တည်ငွေရင်း	**စုစုပေါင်း** **US$(million)**
	ငွေသား	၇၄.၂၅
	စက်ပစ္စည်းကိရိယာ(ပြည်ပဝယ်)	၂၂၂.၇၅
	စုစုပေါင်း	**၂၉၇.၀၀** (ချေးငွေ US$ ၂၀၉.၀၅ သန်း ပါဝင်ပါသည်။)
၆။	ဝင်ငွေရရှိမှုအခြေအနေ(ပုံမှန်နှစ်)	**ထုတ်လုပ်မည့်လျှပ်စစ်ဓာတ်အား (kWh/year)**: ၃၂၅,၅၅၃,၇၁၁ **ဈေးနှုန်း (US$/kWh)**: ၀.၁၂၇၅ **ရရှိမည့်ဝင်ငွေ US$(million)**: ၄၁.၅၀၈
၇။	ရောင်းချမည့်နည်းစနစ်	- ပြည်တွင်း ၁၀၀%
၈။	လုပ်ငန်း သက်တမ်း	- ၃၀ နှစ်
၉။	တည်ဆောက်ရေးကာလ	- ၄ နှစ်

၁၀။	ဝန်ထမ်းအင်အား	**Construction Period**	**Operation Period**
		- ၄၄ ဦး (ပြည်ပ) အမြင့်ဆုံးလစာ-US$ ၅,၀၀၀ အနိမ့်ဆုံးလစာ -US$ ၁,၀၀၀	-
		- ၆၀၀ ဦး (ပြည်တွင်း) Sub-Contractor နှင့် သဘောတူညီချက်အတိုင်း လစာများ သတ်မှတ်ပေးမည် ဖြစ်ပါသည်။	- ၁၁၇ ဦး (ပြည်တွင်း) အမြင့်ဆုံးလစာ-US$ ၂,၀၀၀ အနိမ့်ဆုံးလစာ- US$ ၁၈၀
၁၁။	ပုံမှန်နှစ်တွင်		
	ကုမ္ပဏီ၏ဝင်ငွေ	- US$ ၄၁.၅၀၈ သန်း	
	အသုံးစရိတ်	- US$ ၃၂.၈၀၆ သန်း	
	အသားတင်အမြတ်	- US$ ၈.၇၀၂ သန်း	
၁၂။	နိုင်ငံတော်မှရရှိမည့် အကျိုးအမြတ် (ပုံမှန်နှစ်)		
	ဝင်ငွေခွန်	- US$ ၂.၉၀၁ သန်း	
	ကုန်သွယ်လုပ်ငန်းခွန်	- US$ ၂.၀၇၅ သန်း	
၁၃။	အရင်းကြေကာလ	- ၁၆ နှစ် ၅ လ	
	အရင်းအနှီးအပေါ်အကျိုးအမြတ် ပြန်ပေါ်နှုန်း (IRR)	- ၅.၄၈ %	
၁၄။	လျှပ်စစ်ဓာတ်အား (နှစ်စဉ်)	- ၇၃၀,၀၀၀ kWh/ year	
၁၅။	CSR	- Corporate Social Responsibility (CSR) အား အသားတင်အမြတ်၏ ၂% ဆောင်ရွက်မည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။	

နောက်ဆက်တွဲ(က)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
မကွေးမြို့

စာအမှတ်၊ ၅ / ၄၃ - ၃၂၀ (၄) / ဦး ၆
ရက်စွဲ၊ ၂၀၁၆ခုနှစ်၊ ဒီဇင်ဘာလ ၂၇ ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်မြို့

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက်။ ယင်း၏၂၆.၁၀.၂၀၁၆ ရက်စွဲပါစာအမှတ် မရက-၅(လ)/န-၀၀၃/၂၀၁၆(၄၉၂)

၁။ ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co;Ltdမှ မြန်မာနိုင်ငံတွင် GEP (Myanmar) Co., Ltd. တည်ဆောက်ကာ ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုအဖြစ် မင်းဘူးခရိုင်၊ မင်းဘူး (စကု) ဒေသတွင် ၂၂၀ မဂ္ဂါဝပ် နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခွင့်ပြုရန် လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ တစ်ဆင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုတင်ပြလာပါကြောင်း၊ မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်အနေဖြင့်လည်း လုပ်ငန်းသစ်များဆောင်ရွက်ရာတွင် တိုင်းဒေသကြီးအစိုးရ အဖွဲ့၏ ထောက်ခံချက်ကို အထူးအလေးထားစဉ်းစားပါကြောင်း၊ ထို့အတွက်ကြောင့် တိုင်းဒေသကြီး အစိုးရအဖွဲ့ ဝန်ကြီးချုပ် (သို့မဟုတ်) ဝန်ကြီးချုပ်မှ တာဝန်ပေးအပ်ခြင်းခံရသူ တစ်ဦးဦးက အောက်ပါအချက်အလက်များအပေါ်စိစစ်၍ ပြန်ကြားပေးပါရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်းလာပါသဖြင့် မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့ သယံဇာတ၊ သဘာဝပတ်ဝန်းကျင်၊ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီး ခေါင်းဆောင်သည့် သက်ဆိုင်ရာဌာနဆိုင်ရာများ ပါဝင်သောအဖွဲ့ဖြင့် ကွင်းဆင်းစစ်ဆေးခဲ့ရာ အောက်ပါအတိုင်းစစ်ဆေးတွေ့ရှိခဲ့ပါသည်-

(က) **ရင်းနှီးမြှုပ်နှံမှုပြုမည့်နေရာသည်နောင်ပြုလုပ်မည့်(သို့မဟုတ်)လက်ရှိမြို့ပြ စီမံကိန်းကို ထိခိုက်မှုရှိ/မရှိ၊**

ရင်းနှီးမြှုပ်နှံမှုပြုမည့်နေရာသည်နောင်ပြုလုပ်မည့်(သို့မဟုတ်)လက်ရှိမြို့ပြ စီမံကိန်းကို ထိခိုက်နိုင်မှုမရှိပါ၊

(ခ) **မြို့နယ်/ဒေသအလုပ်အကိုင်အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေးဖွံ့ဖြိုးမှုအတွက် ထောက်အကူဖြစ်/မဖြစ် ၊**

မြို့နယ်/ဒေသအလုပ်အကိုင်အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေးဖွံ့ဖြိုးမှုအတွက် ထောက်အကူဖြစ်ပြီး အလုပ်အကိုင်အခွင့်အလမ်းများ ပေါ်ပေါက်လာနိုင်ပါသည်၊

(ဂ) **ဖော်ပြပါနေရာအား အဆိုပြုလုပ်ငန်းဆောင်ရွက်ခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်း ရှိ / မရှိ ၊**

လုပ်ငန်းဆောင်ရွက်ခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်းရှိပါသည်၊

(ဃ) **လုပ်ငန်းဆောင်ရွက်မည့် မြေနေရာဟုတ် / မဟုတ် ၊**

လုပ်ငန်းဆောင်ရွက်မြေနေရာသည် မင်းဘူးခရိုင်၊ စကုမြို့နယ်၊ ဇီးအိုင်ကျေးရွာအတွင်း မင်းဘူးမြို့နယ်မှ အနောက်ဘက် (၁.၄) မိုင်အကွာ မင်းဘူး-အမ်းကားလမ်း၏ မြောက်ဘက်(၁)မိုင်နှင့် (၃)ဖာလုံအကွာတွင်ရှိသည့် ဧရိယာ (၈၀၀)ဧကကျယ်ဝန်းသောမြေနေရာဖြစ်ပါသည်။

၂။ GEP (Myanmar) Co., Ltd. မှ မင်းဘူးခရိုင်၊ မင်းဘူး (စကု) ဒေသတွင် ၂၂၀ မဂ္ဂါဝပ် နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ညှိနှိုင်းချက်နှင့် ပတ်သက်ပြီး (၂၂.၁၂.၂၀၁၆) ရက်နေ့တွင်ကျင်းပပြုလုပ်သည့် မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေး အမှတ်စဉ် (၄၇/၂၀၁၆)၊ ဆုံးဖြတ်ချက်အပိုဒ် (၃၄) အရ ကန့်ကွက်ရန်မရှိကြောင်း ဆုံးဖြတ်ထားရှိပါသဖြင့် လိုအပ်သလို ဆက်လက်ဆောင်ရွက်နိုင်ရန် ပေးပို့ပါသည်။

(signature) ၂၇.၁၂.၂၀၁၆

ဝန်ကြီးချုပ် (ကိုယ်စား)
မြင့်ဇော်
သယံဇာတ၊ သဘာဝပတ်ဝန်းကျင်၊ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီး

မိတ္တူကို

လှည့်လည်စာတွဲ
ရုံးလက်ခံ

နောက်ဆက်တွဲ(ခ)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

စာအမှတ်၊ အက်ဖ်အီး - ၃၉/ ၇၀

ရက်စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဇန်နဝါရီလ၂၆ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည်ညွှန်းချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၆.၁၂.၂၀၁၆) ရက်စွဲပါ စာအမှတ်၊ မရက-၅(လ)/န-၀၀၃/၂၀၁၆(၅၆၇)

Green Earth Power (Myanmar) Co., Ltd သည် ထိုင်းနိုင်ငံ Greeen Earth Power (Thailand) Co., Ltd က တည်ထောင်ထားသည့် ၁၀၀% နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ကုမ္ပဏီဖြစ်ပြီး မကွေးတိုင်း၊ မင်းဘူးခရိုင်၊ မင်းဘူး(စကု) မြို့နယ်၊ မင်းလှကျင်းကျေးရွာအုပ်စု၊ ခုတ်ကြီးကွင်း၊ ကွင်းအမှတ်(၁၂၇၃)ရှိ မြေ ၇၀၀ ဧကတွင် (၂၂၀) မဂ္ဂါဝပ်နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားပေးထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် Krung Thai Bank Public Com., Ltd နှင့် Export-Import Bank of Thailand (EXIM Thailand) တို့ထံမှ ချေးငွေအမေရိကန်ဒေါ်လာ (၄၈) သန်း ချေးယူရန် တင်ပြလာခြင်းအပေါ် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်က သဘောထား မှတ်ချက် တောင်းခံလာခြင်းနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်း ပြန်ကြားအပ်ပါသည်-

"Green Earth Power (Myanmar) Co., Ltd အနေဖြင့် Equity အဖြစ် ယူဆောင်လာမည့် အမေရိကန်ဒေါ်လာ (၈၇.၉၅) သန်းအနက် Equity Brought-in မှာ အမေရိကန်ဒေါ်လာ (၃.၃၆၅) သန်းသာ ရှိသဖြင့် Equity တိုးမြှင့်ပြီးမှသာ ချေးငွေအား ပြန်လည်လျှောက်ထားရန် ဖြစ်ပါသည်"

ဒုတိယဥက္ကဋ္ဌ (ကိုယ်စား)

(ဝင်းသော်၊ ညွှန်ကြားရေးမှူးချုပ်)

မိတ္တူကို

ဥက္ကဋ္ဌရုံး၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

ဒုတိယဥက္ကဋ္ဌ(၁)၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

Green Earth Power (Myanmar) Co., Ltd

ရုံးလက်ခံ/ မျှောစာတွဲ

GEP (Myanmar) Co., Ltd.

Promoter Letter	
Business Plan	
Form I - MIC Proposal	
Annex 1	Investment Plan
Annex 2	Annual Estimated Revenue
Annex 3	List of Material to be imported /Locally purchased
Annex 4	Schedule of personal requirement
Annex 5	Projected statement of Income
Annex 6	Projected statement of cash flow
Annex 7	Schedule of debt servicing
Annex 8	Internal Rate of Return (IRR)
Annex 9	Recoupment Period
Annex 10	Benefit to Myanmar
Annex 11	Staff Welfare Plan
Annex 12	CSR Plan
Annex 13	Fire Prevention System
Annex 14	DICA permit/application document
Annex 15	Memorandum of Association and Article of Association
Annex 16	Promoter's profile
Annex 17	Majority Shareholder's Article of Association
Annex 18	Majority Shareholder's Certificate of Registration
Annex 19	Bank's reference letter and Bank Statements
Annex 20	Audited financial statements
Annex 21	Draft loan agreement
Annex 22	Power Purchase Agreement
Annex 23	Lease agreement
Annex 24	Land title document
Annex 25	Layout of the Project/Location detail
Annex 26	Undertaking for employees 'personal income tax and social security contribution

VDB | Loi

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊လျှပ်စစ်-၂/(မင်းဘူး)(၁၃၁၁၇)/၂၀၁၆

ရက်စွဲ ၂၀၁၆ ခုနှစ်၊ ဒီဇင်ဘာလ ၁၅ ရက်

MY-1532
18/1/17

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် (၂၂၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချ ခွင့်ပြုပါရန် တင်ပြခဲ့ခြင်းကိစ္စ**

ရည်ညွှန်းချက် ။ (၁) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၈-၈-၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ လျှပ်စစ်-၂/(မူဝါဒ-မင်းဘူး)(၈၄၂၂)/၂၀၁၆

(၂) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁-၁၁-၂၀၁၆ ရက်စွဲပါစာအမှတ်၊ မရက-၅(လ)/န-၀၀၃/၂၀၁၆(၄၉၆)

၁။ ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. သည် Green Earth Power (Myanmar) Co., Ltd. ကို ထူထောင်၍ IPP စနစ်ဖြင့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံအား တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်း လုပ်ငန်းဆောင်ရွက်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ လုပ်ငန်းခွင့်ပြုမိန့် ချမှတ်ပေးနိုင်ပါရန်နှင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုပေးပါရန် ဤဝန်ကြီးဌာနမှ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ ရည်ညွှန်း(၁)ပါစာဖြင့် ထောက်ခံတင်ပြခဲ့ခြင်းနှင့် ပတ်သက်၍ အောက်ပါအချက်အလက်များအား ပြန်လည်တင်ပြရန် ရည်ညွှန်း(၂)ပါစာဖြင့် အကြောင်းကြားခဲ့ပါသည်-

(က) လုပ်ငန်းဆောင်ရွက်မည့် မြေနှင့်စပ်လျဉ်း၍ ကုမ္ပဏီအမည်ပေါက် ရရှိရန်နှင့် အခြားနည်းဖြင့် မြေအသုံးချခွင့်ရရှိရေး ဆက်လက်ဆောင်ရွက်ရန်၊

(ခ) ဈေးငွေသဘောတူစာချုပ်တင်ပြရန်နှင့် မြေငှားရမ်းခြင်းစာချုပ် (မူကြမ်း)အား ပြန်လည်စိစစ်၍ ပြည့်စုံစွာ ပြင်ဆင်တင်ပြရန်၊

(ဂ) ပြည်တွင်းပြည်ပမှ တင်သွင်းမည့် စက်ပစ္စည်းစာရင်း ခွဲခြားတင်ပြရန်၊

(ဃ) Recycle Plan လုပ်မည့်အစီအစဉ်တင်ပြရန်၊

၂။ သို့ဖြစ်ပါ၍ Green Earth Power (Myanmar) Co., Ltd. ကို ထူထောင်၍ IPP စနစ်ဖြင့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံအား တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်နိုင်ရန်အတွက် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ လုပ်ငန်းခွင့်ပြုမိန့်၊ အခွန်ဆိုင်ရာကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များ ခံစားရရှိရေးအတွက် အပိုဒ်(၁)ပါ အချက်အလက်များနှင့်တကွ ပြန်လည်ပြုစု၍ တင်ပြအပ်ပါသည်။

ပူးတွဲလျက်- (၁) လုပ်ငန်းဆောင်ရွက်မည့် မြေနှင့်စပ်လျဉ်း၍ အခြားနည်းဖြင့် မြေအသုံးချခွင့် ရရှိရေး ဆောင်ရွက်နေမှုအခြေအနေ

(၂) ဈေးငွေသဘောတူစာချုပ်နှင့် မြေငှားရမ်းခြင်းစာချုပ် (မူကြမ်း)

(၃) ပြည်ပမှ တင်သွင်းမည့် စက်ပစ္စည်းများစာရင်း

(၄) Recycle Plan လုပ်မည့်အစီအစဉ်

၆/၁၂/၁၆

ပြည်ထောင်စုဝန်ကြီး(ဖော်ဝင်းအောင်)

(ထိန်လွင်၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန

ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

စာအမှတ်၊ ၆/မလရ - ၄ (၀၃၆ / ၂၀၁၆)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ နိုဝင်ဘာလ (၂၈) ရက်

သို့

လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ **အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းအတွက် သဘောထားမှတ်ချက် တောင်းခံခြင်းကိစ္စ**

၁။ ပုဂ္ဂလိက/ ကုမ္ပဏီအဖွဲ့အစည်းများမှ အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းအတွက် မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီသို့ လုပ်ပိုင်ခွင့် လျှောက်ထားလာမှုအား ၂၀၁၂ခုနှစ် မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဥပဒေ၊ နည်းဥပဒေနှင့်အညီ ထုတ်ပြန်ထားရှိသည့် သက်ဆိုင်ရာဝန်ကြီးဌာနနှင့် ညှိနှိုင်း၍ ဗဟိုကော်မတီမှ ခွင့်ပြုပေးနိုင်ရေးအတွက် ဆပ်စပ်ဆောင်ရွက်သွားရမည်ဖြစ်ပါသည်။

၂။ ၂၀၁၂ခုနှစ် မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဥပဒေ၊ နည်းဥပဒေတွင် ဗဟိုကော်မတီသည် အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းအတွက် လုပ်ငန်းနှင့် စပ်လျဉ်း၍ ဥပဒေပုဒ်မ ၁၀ ပုဒ်မခွဲ (ဃ) တွင် အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းအတွက်ဖြစ်ပါက သက်ဆိုင်ရာဝန်ကြီးဌာန၏သဘောထား တောင်းခံရမည်ဟုလည်းကောင်း၊ နည်းဥပဒေ ၁၆ အပိုဒ်ခွဲ (က) တွင် ဗဟိုကော်မတီသည် အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းအတွက်ဖြစ်ပါက ပြည်ထောင်စုအစိုးရ၊ သက်ဆိုင်ရာဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်ကို တောင်းခံရမည်ဟုလည်းကောင်း၊ နည်းဥပဒေ ၃၃ တွင် ဗဟိုကော်မတီသည် မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများတွင် အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းများနှင့် စပ်လျဉ်း၍ လုပ်ကိုင်ရန် ခွင့်ပြုသည့်အခါ မြေဧရိယာနှင့်စပ်လျဉ်း၍ လုပ်ကိုင်မည့် လုပ်ငန်းအမျိုးအစားအလိုက် ပြည်ထောင်စုအစိုးရ၊ သက်ဆိုင်ရာဝန်ကြီးဌာနအသီးသီးနှင့် ညှိနှိုင်းခွင့်ပြုနိုင်သည်ဟုလည်းကောင်း၊ နည်းဥပဒေ ၃၅ တွင် ဗဟိုကော်မတီသည် မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများကို စိုက်ပျိုးရေးလုပ်ငန်း၊ မွေးမြူရေးလုပ်ငန်း၊ ဓာတ်သတ္တုထုတ်လုပ်ခြင်းလုပ်ငန်း၊ အစိုးရက ခွင့်ပြုထားသော ဥပဒေနှင့် ညီညွတ်သည့် အခြားလုပ်ငန်းများနှင့် ယင်းတို့နှင့်ဆက်နွယ်လျက်ရှိသော စီးပွားရေးလုပ်ငန်းများအလို့ငှာ လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ပြုသည့် အချိန်ကာလနှင့်စပ်လျဉ်း၍ အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့် ညီညွတ်သည့် အခြားလုပ်ငန်းများအတွက် ပြည်ထောင်စုအစိုးရ၊ သက်ဆိုင်ရာဝန်ကြီးဌာနနှင့် ညှိနှိုင်းခွင့်ပြုနိုင်သည်ဟုလည်းကောင်း ပြဋ္ဌာန်းထားရှိပါသည်။

၃။ သို့ဖြစ်ပါ၍ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံအတွင်းရှိ မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများတွင် နည်းလမ်းမျိုးစုံအတွက် အသုံးပြုရန်လျှောက်ထားလာသော ကိစ္စရပ်များအား အသုံးပြုမှုနည်းလမ်းများနှင့် ဆက်စပ်ပတ်သက်သည့် ဝန်ကြီးဌာနများထံမှ သဘောထားမှတ်ချက်များ တောင်းခံ၍ ခွင့်ပြုမိန့် ထုတ်ပေးသွားရမည်ဖြစ်ပါသောကြောင့် အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့် ညီညွတ်သည့် အခြားလုပ်ငန်းအတွက် လျှောက်ထားလာပါက မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများ စီမံခန့်ခွဲရေးဗဟိုကော်မတီအနေဖြင့် သက်ဆိုင်ရာဝန်ကြီးဌာန၏ သဘောထားတောင်းခံသွားမည်ဖြစ်ပြီး၊ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနအနေဖြင့် ခွင့်ပြုနိုင်မည့် ဧရိယာတို့အား မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီသို့ ပြန်ကြားပေးနိုင်ပါရန် ပူးတွဲဖယားဖြင့် ညှိနှိုင်းအကြောင်းကြားအပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(သက်နိုင်ဦး၊ အတွင်းရေးမှူး)
မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

မိတ္တူ။

လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန

အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းအတွက် လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့် လျှောက်ထားလာမှုအခြေအနေ

စဉ်	တိုင်းဒေသကြီး/ ပြည်နယ်	မြို့နယ်	ရပ်ကွက်/ ကျေးရွာအုပ်စု	လျှောက်ထားသည့် မြေဧရိယာ	လျှောက်ထားသူအစိုးရဌာန/ ပုဂ္ဂလိက/ အဖွဲ့အစည်း	အသုံးပြုလိုသည့် နည်းလမ်း
၁။	မကွေး	မင်းဘူး	မင်းလှကျင်း	၈၃၆.၀၀	ဦးအောင်သီဟ (AVA Capital Trading)	နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေးစက်ရုံ ဆောက်လုပ်ရန်
၂။	ရှမ်း	မူဆယ်	မိုင်းယု (၁၀၅)မိုင်	၂.၃၅	ဦးကျော်ဝင်း (သိန်းသန်းချီကုမ္ပဏီ လီမိတက်)	ဆီဆိုင်နှင့် ဝန်ထမ်းအိမ်ယာ ဆောက်လုပ်ရန်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန
လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန

စာအမှတ်၊ ၇၉၁ /၁၈၃/ရေ-ပြည့်ဖြိုး/စီမံရေး(လျှပ်စစ်)
ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ် ၊ နိုဝင်ဘာလ ၉ ရက်

အကြောင်းအရာ။ မင်းဘူးဒေသတွင် (၂၂၀ မဂ္ဂါဝပ်) နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် အဆိုပြု တင်ပြခဲ့ခြင်းအပေါ် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အစည်းအဝေး ဆုံးဖြတ်ချက် ပေးပို့လာခြင်းကိစ္စ

ရည်ညွှန်းချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁-၁၁-၂၀၁၆) ရက်စွဲပါ စာအမှတ်၊ မရက- ၅(လ)/ န-၀၀၃/၂၀၁၆(၄၉၆)

၁။ မင်းဘူးဒေသတွင် (၂၂၀ မဂ္ဂါဝပ်) နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခွင့် ပြုပါရန် အဆိုပြုချက် တင်ပြခဲ့ခြင်းအပေါ် ၂၀၁၆ ခုနှစ်၊ အောက်တိုဘာလ (၂၄) ရက်နေ့တွင် ကျင်းပသည့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အဆိုပြုချက် စိစစ်ရေး အဖွဲ့၏ (၃၉/၂၀၁၆) ကြိမ်မြောက် အစည်းအဝေးမှ အောက်ပါအတိုင်း ဆုံးဖြတ်ခဲ့ပြီး၊ အဆိုပါ ဆုံးဖြတ်ချက်များ နှင့်အညီ ဆောင်ရွက်ပြီး ပြန်လည်တင်ပြပေးပါရန် ရည်ညွှန်း ပါစာဖြင့် အကြောင်းကြား လာပါသည်-

(က) လုပ်ငန်းဆောင်ရွက်မည့်မြေနှင့်စပ်လျဉ်း၍ ကုမ္ပဏီအမည်ပေါက် ရရှိရန်နှင့် အခြား နည်းဖြင့် မြေအသုံးချခွင့်ရရှိရေး ဆက်လက်ဆောင်ရွက်ရန်

(ခ) ချေးငွေသဘောတူစာချုပ် တင်ပြရန်နှင့် မြေငှားရမ်းခြင်းစာချုပ် (မူကြမ်း) အား ပြန်လည်စိစစ်၍ ပြည့်စုံစွာ ပြင်ဆင်တင်ပြရန်

(ဂ) ပြည်တွင်း၊ ပြည်ပမှ တင်သွင်းမည့် စက်ပစ္စည်းစာရင်း ခွဲခြားတင်ပြရန်

(ဃ) Recycle Plant လုပ်မည့် အစီအစဉ်တင်ပြရန်

၂။ သို့ဖြစ်ပါ၍ GEP (Myanmar) Co., Ltd. အနေဖြင့် အထက်ဖော်ပြပါ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ အစည်းအဝေးဆုံးဖြတ်ချက်များအတိုင်း ဆောင်ရွက်ပြီး ဆောလျှင်စွာ ပြန်လည် တင်ပြနိုင်ရန် အကြောင်းကြားပါသည်။

(မိမိခိုင်)
ညွှန်ကြားရေးမှူးချုပ်

GEP (Myanmar) Co., Ltd.

မိတ္တူကို
လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/မျှောစာတွဲ

E/HNH ... /MKMH/2015/DEP LH

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့
အဆိုပြုချက်စိစစ်ရေးအဖွဲ့

တယ်လီဖုန်း - ၀၁-၆၅၈၁၃၀
ဖက်(စ်) - ၀၁-၆၅၈၁၄၂

စာအမှတ်၊ မရက- ၅(လ)/ န-၀၀၃/၂၀၁၆(၄၉၆)
ရက်စွဲ၊ ၂၀၁၆ခုနှစ် နိုဝင်ဘာလ ၁ ရက်

သို့
ပြည်ထောင်စုဝန်ကြီးရုံး
လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ထိုင်းနိုင်ငံမှ Green Earth Power (Thailand) Co., Ltd. သည် မြန်မာနိုင်ငံတွင် GEP (Myanmar) Co., Ltd. တည်ထောင်ကာ မကွေးတိုင်းဒေသကြီး၊ မင်းဘူး(စကု)ဒေသတွင် (၂၂၀)မဂ္ဂါဝပ်နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

ရည်ညွှန်းချက် ။ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၏ ၈-၈-၂၀၁၆ ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၂ (မူဝါဒ-မင်းဘူး) (၈၄၂၂)/၂၀၁၆

၁။ GEP (Myanmar) Co., Ltd. ၏ ရည်ညွှန်းပါစာဖြင့် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှ တစ်ဆင့် အဆိုပြုချက်တင်ပြခြင်းကို ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၂၄ ရက်နေ့တွင် ကျင်းပသည့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ (၃၉/၂၀၁၆) ကြိမ်မြောက် အစည်းအဝေးသို့ တင်ပြခဲ့ရာ အောက်ပါအတိုင်း ဆုံးဖြတ်ခဲ့ပါသည်-

(က) လုပ်ငန်းဆောင်ရွက်မည့် မြေနှင့်စပ်လျဉ်း၍ ကုမ္ပဏီအမည်ပေါက်ရရှိရန်နှင့် အခြားနည်းဖြင့် မြေအသုံးပြုခွင့်ရရှိရေး ဆက်လက်ဆောင်ရွက်ရန်။
(ခ) ချေးငွေသဘောတူစာချုပ် တင်ပြရန်နှင့် မြေငှားရမ်းခြင်းစာချုပ်(မူကြမ်း)အား ပြန်လည်စိစစ်၍ ပြည့်စုံစွာ ပြင်ဆင်တင်ပြရန်။
(ဂ) ပြည်တွင်း၊ ပြည်ပမှ တင်သွင်းမည့် စက်ပစ္စည်းစာရင်း ခွဲခြားတင်ပြရန်။
(ဃ) Recycle Plant လုပ်မည့် အစီအစဉ်တင်ပြရန်။

၂။ သို့ပါ၍ အထက်ပါ အစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ ဆောင်ရွက်ပြီး ပြန်လည်တင်ပြပေးပါရန် အကြောင်းကြားအပ်ပါသည်။

အဖွဲ့ခေါင်းဆောင်(ကိုယ်စား)
(လင်းထွဋ်၊ ညွှန်ကြားရေးမှူး)

မိတ္တူကို
လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန
လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

GEP (Myanmar)

INV-4

GEP (MYANMAR) COMPANY LIMITED.
Suite -213, Building (C), Pearl Condo,
Kabaraye Pagoda Road, BahanTownship,Yangon, Myanmar.
Tel: + 01 8604660~8

သို့/

ညွှန်ကြားရေးမှူးချုပ်
လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန
လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန
နေပြည်တော်။

နေ့ရက် ။ ။၂၀၁၆ခုနှစ်၊ဒီဇင်ဘာလ(၇) ရက်
စာအမှတ်။။ GEPM- DEPPDG(00031)-071216

အကြောင်းအရာ ။ ။ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံအတွက် ၂၀၁၆ခုနှစ် အောက်တိုဘာလ (၂၄) ရက်နေ့တွင် ကျင်းပသည့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့မှ အစည်းဝေးဆုံးဖြတ်ချက်အရ တောင်းခံလာသည့် စာရွက်စာတမ်းများအားတင်ပြခြင်း။

ရည်ညွှန်းချက် (၁) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ ၈-၈-၂၀၁၆ခုနှစ် ရက်စွဲပါစာအမှတ်- လျှပ်စစ်-၂ (မှူပါဒ-မင်းဘူး) (၈၄၂၂)/၂၀၁၆။

ရည်ညွှန်းချက် (၂) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁-၁၁-၂၀၁၆ခုနှစ် ရက်စွဲပါစာအမှတ်-မရက-၅ (လ)/န-၀၀၃/၂၀၁၆ (၄၉၆)။

ရည်ညွှန်းချက် (၃) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန၏ ၉-၁၁-၂၀၁၆ခုနှစ် ရက်စွဲပါစာအမှတ်- ၇၉၁/၁၈၃/ရေ-ပြည့်ဖြိုး/စီမံရေး(လျှပ်စစ်)

(၁) GEP (Myanmar) Co., Ltd. အနေဖြင့် ၂၂၀ မဂ္ဂါဝပ်မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ထုတ်လုပ်ရေးစက်ရုံတစ်ခုမြန်မာနိုင်ငံတွင်တည်ဆောက်အကောင်အထည်ဖော်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ထံသို့ ရည်ညွှန်းချက် (၁) ဖြင့် တင်ပြခဲ့ပါသည်။

(၂) ၂၀၁၆ခုနှစ်၊ အောက်တိုဘာလ (၂၄) ရက်နေ့တွင် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှအဆိုပြုချက် စိစစ်ရေးအဖွဲ့မှဦးဆောင်ပြီးအစည်းအဝေးပြုလုပ်ခဲ့ပါသည်။

(၃) အဆိုပါ အစည်းအဝေးပြီးနောက်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့မှ ရည်ညွှန်းချက် (၂) ဖြင့်လည်းကောင်း၊ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအား စီမံရေးဦးစီးဌာနမှ ရည်ညွှန်းချက် (၃) ဖြင့်လည်းကောင်း GEP (Myanmar) Co., Ltd. ထံသို့ပြန်လည်အကြောင်းကြားခဲ့ရာ၊ GEP (Myanmar) Co., Ltd. အနေဖြင့် အဆိုပြုချက်အဖွဲ့၏ တောင်းဆိုထားသည့်အချက်များအားလေးစားစွာဖြင့်တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

AungThiha

Managing Director
GEP (Myanmar) Co., Ltd.

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ် ၊ လျှပ်စစ်-၂(မူဝါဒ-မင်းဘူး)(၈၄၂၂)/၂၀၁၆

ရက်စွဲ ၊ ၂၀၁၆ခုနှစ်၊ ဩဂုတ်လ ၈ ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် (၂၂၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့် ပြုပါရန် တင်ပြခြင်း**

၁။ ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. သည် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် (၂၂၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်နိုင်ရေးအတွက် ဖြစ်မြောက်နိုင်စွမ်းလေ့လာမှုလုပ်ငန်းဆောင်ရွက်ရန် လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် (၂-၅-၂၀၁၃) ရက်နေ့တွင် နားလည်မှုစာချွန်လွှာ (MOU) ကို လက်မှတ်ရေးထိုးခဲ့ပါသည်။

၂။ မြန်မာနိုင်ငံဓာတ်အားစနစ်၏ လက်ရှိဓာတ်အားထုတ်လုပ်မှုပမာဏနှင့် လက်ရှိ ၂၃၀ ကေဗွီဓာတ်အားလိုင်းများ၏ နိုင်နင်းမှုအရ တစ်နှစ်လျှင် လျှပ်စစ်ဓာတ်အား ယူနစ်သန်းပေါင်း (၃၅၀) ခန့် ထုတ်လုပ်မည့် မင်းဘူးနေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံကို အောက်ပါအတိုင်း အဆင့် (၄) ဆင့်ခွဲ၍ တည်ဆောက်မည်ဖြစ်ပါသည်-

	တပ်ဆင်အင်အား	တည်ဆောက်မည့်ကာလ
(က) ပထမအဆင့်	၅၀ မဂ္ဂါဝပ်	(၁၂) လ အတွင်း
(ခ)ဒုတိယအဆင့်	၅၀ မဂ္ဂါဝပ်	(၁၂) လ အတွင်း
(ဂ)တတိယအဆင့်	၅၀ မဂ္ဂါဝပ်	(၁၂) လ အတွင်း
(ဃ) စတုတ္ထအဆင့်	၇၀ မဂ္ဂါဝပ်	(၁၂) လ အတွင်း

၃။ အဆိုပါ မင်းဘူးနေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံမှ ထွက်ရှိမည့်ဓာတ်အားကို ဓာတ်အားစနစ်နှင့် ဆက်သွယ်နိုင်ရန်အတွက် လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ အောက်ပါဓာတ်အားလိုင်း (၂)လိုင်း တည်ဆောက်သွားရမည် ဖြစ်ပါသည်-

(က) ဥသျှစ်ပင် - တောင်ကုတ်- မအီ- အမ်း- မင်းဘူး ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း

(ခ) မင်းဘူး- တောင်တွင်းကြီး ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း

၄။ (၂၂၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ၏ ရင်းနှီးမြှုပ်နှံမှုကုန်ကျစရိတ်နှင့် စီမံကိန်း၏ ဖြစ်မြောက်နိုင်မှုအခြေအနေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(က) စီမံကိန်းကုန်ကျစရိတ်	အမေရိကန်ဒေါ်လာ (၂၉၇) သန်း
(ခ) တစ်ယူနစ်ဓာတ်အားခဈေးနှုန်း	အမေရိကန်ဒေါ်လာ (၁၃) ဆင့်
(ဂ) လုပ်ကိုင်ခွင့်ကာလ	(၃၀) နှစ်
(ဃ) အရင်းအနှီးအပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း (IRR)	(၅.၁၈) %
(င) စီမံကိန်းအတွက် မြေနေရာ	မင်းဘူး (၈၃၆) ဧက
(စ) မြေနေရာအတွက် မြေငှားစာချုပ်	ဧက(၇၀၀)အတွက်AVA Capital Trading Ltd. နှင့် GEP (Myanmar) Co., Ltd.၊ ဧက(၁၃၆)အတွက်သယံဇာတနှင့် သဘာပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန၊ သစ်တောဦးစီးဌာနနှင့် GEP (Myanmar) Co., Ltd. တို့ ချုပ်ဆိုပါမည်။

၅။ စီမံကိန်းအကောင်အထည်ဖော်မည့် ကုမ္ပဏီများမှ စီမံကိန်းဖြစ်မြောက်နိုင်စွမ်းလေ့လာမှု အစီရင်ခံစာကို တင်ပြလာသည့်အတွက် စိစစ်၍ နှစ်ဖက်ညှိနှိုင်းဆွေးနွေးမှုများ ပြုလုပ်ခဲ့ကြပြီးနောက် သဘောတူညီမှုစာချွန်လွှာ (MOA) ကို လက်မှတ်ရေးထိုးခွင့်ပြုပါရန် စီးပွားရေးရာကော်မတီသို့ **နောက်ဆက်တွဲ (က)** ဖြင့် လည်းကောင်း၊ ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ **နောက်ဆက်တွဲ (ခ)** ဖြင့် လည်းကောင်း တင်ပြခဲ့ပါသည်။

၆။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. သည် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံအား အကောင်အထည်ဖော်ဆောင်ရွက်ရန်အတွက် သဘောတူညီမှုစာချွန်လွှာ (MOA) ကို ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး၏ (၉-၁၀-၂၀၁၄) ရက်နေ့တွင် ကျင်းပသော အစည်းအဝေး အမှတ်စဉ် (၂၀/၂၀၁၄) ၏ သဘောတူခွင့်ပြုချက်ဖြင့် (၁၆-၁၀-၂၀၁၄) ရက်နေ့တွင် သဘောတူညီမှု စာချွန်လွှာ (MOA) **နောက်ဆက်တွဲ (ဂ)** ကို လက်မှတ်ရေးထိုးခဲ့ပြီးဖြစ်ပါသည်။

၇။ သဘောတူညီမှု စာချွန်လွှာ (MOA) လက်မှတ်ရေးထိုးခွင့်အား ပြည်ထောင်စုအစိုးရ အဖွဲ့ရုံးသို့ တင်ပြခဲ့သည့် စီးပွားရေးဆိုင်ရာ တွက်ခြေကိုက်မှု စိစစ်ချက် အခြေအနေနှင့် မြန်မာနိုင်ငံ

ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ တင်ပြသည့် စီးပွားရေးဆိုင်ရာ တွက်ချက်မှု စိစစ်ချက် ကွဲလွဲနေမှုအား နောက်ဆက်တွဲ (ဃ) ဖြင့် ရှင်းလင်းတင်ပြအပ်ပါသည်။

၈။ (၂၂၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံအတွက် စီမံကိန်းကုန်ကျစရိတ် အမေရိကန်ဒေါ်လာ (၂၉၇) သန်းနှင့် ပတ်သက်၍ အောက်ပါအတိုင်း ရင်းနှီးမြှုပ်နှံသွားမည် ဖြစ်ပါသည်-

	အမေရိကန်ဒေါ်လာ(သန်း)	ရာခိုင်နှုန်း (%)
(က) အစုရှယ်ယာရှင်များ၏ ထည့်ဝင်မှု	၈၇.၉၅	၃၀
(ခ)ချေးငွေပမာဏ	၂၀၉.၀၅	၇၀
စုစုပေါင်း	၂၉၇.၀၀	၁၀၀

၉။ စီမံကိန်းတည်ဆောက်ရာတွင် ဆောင်ရွက်မည့် လုပ်ငန်းကဏ္ဍများအလိုက် အောက်ပါအတိုင်း ရင်းနှီးမြှုပ်နှံသွားမည်ဖြစ်ကြောင်း စိစစ်တွေ့ရှိရပါသည်-

	အမေရိကန်ဒေါ်လာ (သန်း)
(က) ငွေသား	၇၂.၇၇
(ခ)စက်ပစ္စည်းကိရိယာများ	၂၂၄.၂၃
စုစုပေါင်း	၂၉၇.၀၀

၁၀။ ရင်းနှီးမြှုပ်နှံရန် လိုအပ်သည့် ချေးငွေပမာဏအပေါ် အတိုးနှုန်းမှာ တည်ဆောက်ရေးကာလအတွင်း (၆) % ဖြစ်ပြီး လည်ပတ်မောင်းနှင်သည့် ကာလအတွင်း (၅) % ဖြစ်ပါသည်။ စီးပွားရေးဆိုင်ရာ တွက်ချက်မှုအခြေအနေ အချက်အလက်များမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

(က) အရင်းကြေကာလ	(၁၆) နှစ်(၉)လ
(ခ)အကြွေးကြေကာလ	(၁၂) နှစ်
(ခ) Internal Rate of Return (IRR)	(၅.၁၈) %

၁၁။ စီမံကိန်းကို Independent Power Producer (IPP) စနစ်ဖြင့် ဆောင်ရွက်မည်ဖြစ်ပြီး နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံမှ ထွက်ရှိမည့် လျှပ်စစ်ဓာတ်အားကို ဝယ်ယူရန်အတွက် ဓာတ်အားဝယ်ယူရေးသဘောတူစာချုပ် (PPA) ကို ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး၏ (၂၅-၂-၂၀၁၆) ရက်နေ့တွင် ကျင်းပသော အစည်းအဝေးအမှတ်စဉ် (၈/၂၀၁၆) ၏ သဘောတူခွင့်ပြုချက် နောက်ဆက်တွဲ (င) ဖြင့် (၂၀-၃-၂၀၁၆)ရက်နေ့တွင် လက်မှတ်ရေးထိုးခဲ့ပြီးဖြစ်ပါသည်။

၁၂။ စီမံကိန်းဆိုင်ရာ သဘာဝပတ်ဝန်းကျင်နှင့် လူမှုပတ်ဝန်းကျင်သက်ရောက်မှုဆန်းစစ်ချက် (ESIA) အစီရင်ခံစာများကို သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာနသို့ တင်ပြခဲ့ရာ အဆိုပါ ESIA အစီရင်ခံစာများတွင် ထပ်မံဖြည့်စွက်ရန် လိုအပ်သည့်အချက်များအား ဖြည့်စွက်၍ ပြန်လည်ပြုစုတင်ပြထားပါသည်။

၁၃။ မကွေးတိုင်းဒေသကြီးအတွင်းရှိ မင်းဘူးဒေသတွင် နေစွမ်းအင်သုံး ဓာတ်အားပေး စက်ရုံသည် နိုင်ငံတော်၏ လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းပေးနိုင်မည့် စီမံကိန်း ဖြစ်ပါသဖြင့် ဆောလျင်စွာ အကောင်အထည်ဖော် တည်ဆောက်နိုင်ရေးအတွက် အောက်ပါ အချက်များကို ခွင့်ပြုနိုင်ပါရန် ထောက်ခံတင်ပြအပ်ပါသည်-

(က) လုပ်ငန်းများလျှင်မြန်စွာ ဆောင်ရွက်နိုင်ရန် သွင်းကုန်များအား လုပ်ငန်းခွင်သို့ သတ်မှတ်ထားသော ဥပဒေနှင့်အညီ တင်သွင်းခွင့်ပြုပါရန်။

(ခ) စီမံကိန်းတည်ဆောက်မည့်နေရာသို့တည်ဆောက်ရေးလုပ်ငန်းသုံး ပစ္စည်းများအား သတ်မှတ်ထားသော ဥပဒေနှင့်အညီ တင်သွင်းခွင့်ပြုပါရန်။

(ဂ) တည်ဆောက်ရေးကာလအတွင်း အသုံးပြုမည့် မော်တော်ယာဉ်၊ စက်ယန္တရား များနှင့်ဆက်စပ်ပစ္စည်းများအား သတ်မှတ်ထားသော ဥပဒေနှင့်အညီ တင်သွင်းခွင့် ပြုပါရန်။

(ဃ) နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် များအား ခံစားခွင့်ပြုပါရန်။

၁၄။ သို့ဖြစ်ပါ၍ ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. သည် Green Earth Power (Myanmar) Co., Ltd. ကို ထူထောင်၍ IPP စနစ်ဖြင့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံအား တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ လုပ်ငန်းခွင့်ပြုမိန့် ချမှတ်ပေးနိုင်ပါရန်နှင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုပေးပါရန် တင်ပြလာသည့်အဆိုပြုချက်အား ခွင့်ပြုနိုင်ပါရန် ထောက်ခံတင်ပြအပ်ပါသည်။

8/8/16
ပြည်ထောင်စုဝန်ကြီး (ကိုယ်စား)
(ထိန်လွင်၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို
တင်ပြ/လက်ခံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

စာအမှတ်၊ ၁ လစ (DEP) (၁၀၇၉၂)/၂၀၁၄

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ ဩဂုတ်လ ၃၁ ရက်

စီးပွားရေးရာကော်မတီသို့ တင်ပြသည့် အမှာစာ

အကြောင်းအရာ။ ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. ၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင်(၂၂၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံစီမံကိန်းအား BOT စနစ်ဖြင့် ဆောင်ရွက်ရေးအတွက် သဘောတူညီမှုစာချုပ် (MOA) လက်မှတ်ရေးထိုး ချုပ်ဆိုခွင့်တင်ပြခြင်း

၁။ ဆွေးနွေးလိုသည့် အဓိကအချက်များ

(က) ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. သည် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်ရေးအတွက် ဖြစ်မြောက်နိုင်စွမ်းလေ့လာမှုလုပ်ငန်းဆောင်ရွက်ရန် လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် နားလည်မှုစာချွန်လွှာ(MOU)ကို (၂-၅-၂၀၁၃)ရက်နေ့တွင် လက်မှတ်ရေးထိုးခဲ့ပါသည်။

(ခ) မြန်မာနိုင်ငံဓာတ်အားစနစ်၏ လက်ရှိဓာတ်အားထုတ်လုပ်မှုပမာဏနှင့် လက်ရှိ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်းများ နိုင်နင်းမှုအရ တစ်နှစ်လျှင် လျှပ်စစ်ဓာတ်အားယူနစ်သန်းပေါင်း(၃၅၀)ခန့် ထုတ်လုပ်မည့် မင်းဘူးနေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံကို အောက်ပါအတိုင်း အဆင့်(၃)ဆင့်ခွဲ၍ တည်ဆောက်မည်ဖြစ်ပါသည်-

	တပ်ဆင်အင်အား	တည်ဆောက်မည့်ကာလ
(၁) ပထမအဆင့်	၅၀ မဂ္ဂါဝပ်	(၉)လမှ(၁၂)လအတွင်း
(၂) ဒုတိယအဆင့်	၈၅ မဂ္ဂါဝပ်	(၄)လမှ(၉)လအတွင်း
(၃) တတိယအဆင့်	၈၅ မဂ္ဂါဝပ်	(၄)လမှ(၉)လအတွင်း

(ဂ) အထက်ပါ မင်းဘူးနေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံမှ ဓာတ်အားကို ဓာတ်အားစနစ်နှင့်ဆက်သွယ်ရန်အတွက် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ အောက်ပါဓာတ်အားလိုင်း (၂)လိုင်း တည်ဆောက်ရန် လိုအပ်ပါသည်-

(၁) ဥသျှစ်ပင်-တောင်ကုတ်-မအီ-အမ်း-မင်းဘူး ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း။

(၂) မင်းဘူး-တောင်တွင်းကြီး ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း။

(ဃ) (၂၂၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံအတွက် ရင်းနှီးမြှုပ်နှံမှု ကုန်ကျစရိတ်အားလုံးကို Green Earth Power (Thailand) Co., Ltd. မှ ကျခံမည်ဖြစ်ပြီး စီမံကိန်းဖြစ်မြောက်နိုင်မှုအခြေအနေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(၁)	စီမံကိန်းကုန်ကျစရိတ်	အမေရိကန်ဒေါ်လာ (၃၅၂)သန်း
(၂)	ဓာတ်အားစျေးနှုန်း	(၁၃) ဆင့်
(၃)	လုပ်ကိုင်ခွင့်ကာလ	(၃၀) နှစ်
(၄)	အရင်းအနှီးအပေါ် အကျိုးအမြတ် ပြန်ပေါ်နှုန်း IRR	(၇.၂၈) %
(၅)	စီမံကိန်းအတွက် မြေနေရာ	မင်းဘူး(၈၃၆) ဧက
(၆)	မြေနေရာအတွက် မြေငှားစာချုပ်	AVA Capital Trading Ltd. နှင့် Green Earth Power (Thailand) Co., Ltd. တို့ ချုပ်ဆိုပါမည်။

(င) Green Earth Power (Thailand) Co., Ltd. နှင့် AVA Capital Trading Ltd. တို့အကြား ချုပ်ဆိုမည့်မြေငှားစာချုပ်(LLA)(မူကြမ်း)အား နောက်ဆက်တွဲ(က) ဖြင့်လည်းကောင်း၊ မြေစာရင်းပုံ(၁၀၅)အား နောက်ဆက်တွဲ(ခ) ဖြင့်လည်းကောင်း၊ လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် Green Earth Power (Thailand) Co., Ltd. တို့အကြား (၂၂၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံစီမံကိန်း ဆောင်ရွက်ရန်အတွက် ချုပ်ဆိုမည့် MOA (မူကြမ်း)အား နောက်ဆက်တွဲ(ဂ) ဖြင့်လည်းကောင်း၊ တင်ပြအပ်ပါသည်။

၂။ ဆွေးနွေးသည့် အကြောင်းအရာပေါ် ဌာန၏ သုံးသပ်တင်ပြချက်

(က) ဝန်ကြီးဌာန၏ မူဝါဒ ဥပဒေ နည်းဥပဒေ လုပ်ထုံးလုပ်နည်း ရှုထောင့်အမြင် သုံးသပ်ချက်။ လျှပ်စစ်ဓာတ်အားလုံလောက်ပြည့်ဝစွာ ဖြန့်ဖြူးပေးနိုင်ရေးအတွက် ရရှိနိုင်သမျှ စွမ်းအင်အရင်းအမြစ်များ အသုံးပြု၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်နိုင်ရေးဆောင်ရွက်ရန်ဟူသော ဝန်ကြီးဌာန၏မူဝါဒနှင့်အညီ ပြန်လည်ပြည့်ဖြိုးမြဲ စွမ်းအင်ဖြစ်သော နေရောင်ခြည်စွမ်းအင်ကို အသုံးပြု၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေး ဆောင်ရွက်ခြင်းဖြစ်ပါသည်။

(ခ) နိုင်ငံတကာ ဥပဒေ စည်းမျဉ်းလုပ်ထုံးလုပ်နည်း ရှုထောင့်အမြင်။ တင်ပြရန် မရှိပါ။

(ဂ) ပြည်သူလူထုအမြင် (သတင်း)။ သီးခြားဖော်ပြရန်မရှိပါ။

၃။ အခြားဆက်စပ်ဌာနအဖွဲ့အစည်းများ နှင့် ဒေသများရှုထောင့်မှ ပေါင်းစပ်ညှိနှိုင်းရန် လိုအပ်ချက်များ (ရှိလျှင်)။ MOA စာချုပ်မူကြမ်းအပေါ် အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန၊ ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် ပြည်ထောင်စုရှေ့နေချုပ်ရုံးများသို့ သဘောထားမှတ်ချက်များ တောင်းခံပြီး ယင်းမှတ်ချက်များနှင့်အညီ ပြင်ဆင်ဆောင်ရွက်ပါမည်။

၄။ ဆုံးဖြတ်ရန်အချက်

(က) ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. ၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင်(၂၂၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအား BOT စနစ်ဖြင့် ဆောင်ရွက်ရန်အတွက် နှစ်ဘက်သဘောတူညီမှုစာချုပ်(MOA) လက်မှတ်ရေးထိုးချုပ်ဆိုခွင့်ပြုပါရန် သဘောတူ - မတူ။

(ခ) နိုင်ငံတော်သမ္မတ၊ ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးသို့ ဆက်လက်ထောက်ခံ တင်ပြရန် လို-မလို။

(ဂ) ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ စီးပွားရေးရာကော်မတီ၏ အဆုံးအဖြတ်လမ်းညွှန်မှုကို နာခံပါမည်။

ခင်မောင်စိုး
ပြည်ထောင်စုဝန်ကြီး

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ စီးပွားရေးရာကော်မတီ

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်

၁။ တင်ပြစာနှင့် စပ်လျဉ်း၍ -

(က)	ဝန်ကြီးဌာနမှထုတ်ပြန်ထားသော ဥပဒေ နည်းဥပဒေ၊ အမိန့်၊ ညွှန်ကြားချက်များ နှင့် ကိုက်ညီမှု ရှိ မရှိ။	- ဝန်ကြီးရုံး၏ တည်ဆဲ ညွှန်ကြားချက်များအတိုင်း၊ လိုက်နာ ဆောင်ရွက်ခြင်း ဖြစ်ပါသည်။
(ခ)	တိုင်းဒေသကြီး သို့မဟုတ် ပြည်နယ် အစိုးရအဖွဲ့ သဘောထား လို/မလို။	- သဘောထားတောင်းခံရန်လိုအပ်ပါသည်။
(ဂ)	သဘာဝပတ်ဝန်းကျင် ထိခိုက်မှု ရှိ/မရှိ ထင်မြင်ချက်။	- လေ့လာမှုအစီရင်ခံစာပြုစုပြီး သဘောထား မှတ်ချက် တောင်းခံထားဆဲဖြစ်ပါသည်။
(ဃ)	လူမှုစီးပွားပတ်ဝန်းကျင် ထိခိုက်မှု ရှိ/မရှိ ထင်မြင်ချက်။	- ထိခိုက်မှု မရှိပါ။
(င)	ကျန်းမာရေး ရှုထောင့်မှ ထိခိုက်မှု ရှိ/မရှိ ထင်မြင်ချက်။	- ထိခိုက်မှု မရှိပါ ။
(စ)	အခြား သီးခြားလွတ်လပ်သော အဖွဲ့အစည်းများနှင့် ပေါင်းစပ်ညှိနှိုင်းရန် လို မလို ထင်မြင်ချက်။	- သီးခြားအဖွဲ့အစည်းများနှင့် ပေါင်းစပ် ညှိနှိုင်းရန် မလိုပါ။

၂။ အထွေထွေ မှတ်ချက်။ သီးခြား တင်ပြရန် မရှိပါ။

ခင်မောင်စိုး
ပြည်ထောင်စုဝန်ကြီး

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ ဩဂုတ်လ ၂၁ ရက်။

နေရာ ၊ ရုံးအမှတ် (၂၇)၊ နေပြည်တော်။

နောက်ဆက်တွဲ (ခ)

ဇ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

၁၁

စာအမှတ်၊ ၁ လစ (DEP) (၁၂၄၄၈)/၂၀၁၄

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ စက်တင်ဘာလ ၂၇ ရက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ တင်ပြသည့် အမှာစာ

အကြောင်းအရာ ။ ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. ၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင်(၂၂၀)မဂ္ဂါဝပ် နေ့စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံစီမံကိန်းအား BOT စနစ်ဖြင့် ဆောင်ရွက်ရေးအတွက် သဘောတူညီမှုစာချုပ်(MOA) လက်မှတ်ရေးထိုး ချုပ်ဆိုခွင့်တင်ပြခြင်း

၁။ ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. သည် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် နေ့စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်ရေးအတွက် ဖြစ်မြောက်နိုင်စွမ်း လေ့လာမှုလုပ်ငန်းဆောင်ရွက်ရန် လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် နားလည်မှုစာချွန်လွှာ(MOU)ကို (၂-၅-၂၀၁၃)ရက်နေ့တွင် လက်မှတ်ရေးထိုးခဲ့ပါသည်။

၂။ မြန်မာနိုင်ငံဓာတ်အားစနစ်၏ လက်ရှိဓာတ်အားထုတ်လုပ်မှုပမာဏနှင့်လက်ရှိ ၂၃၀ကေဗွီ ဓာတ်အားလိုင်းများ နိုင်နင်းမှုအရ တစ်နှစ်လျှင် လျှပ်စစ်ဓာတ်အား ယူနစ်သန်းပေါင်း (၃၅၀)ခန့် ထုတ်လုပ်မည့် မင်းဘူးနေ့စွမ်းအင်သုံးဓာတ်အားပေး စက်ရုံကို အောက်ပါအတိုင်း အဆင့်(၃)ဆင့်ခွဲ၍ တည်ဆောက်မည်ဖြစ်ပါသည်-

	တပ်ဆင်အင်အား	တည်ဆောက်မည့်ကာလ
(က) ပထမအဆင့်	၅၀ မဂ္ဂါဝပ်	(၉)လမှ(၁၂)လအတွင်း
(ခ) ဒုတိယအဆင့်	၈၅ မဂ္ဂါဝပ်	(၄)လမှ(၉)လအတွင်း
(ဂ) တတိယအဆင့်	၈၅ မဂ္ဂါဝပ်	(၄)လမှ(၉)လအတွင်း

၃။ အထက်ပါ မင်းဘူးနေ့စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံမှ ဓာတ်အားကို ဓာတ်အားစနစ် နှင့် ဆက်သွယ်ရန်အတွက် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ အောက်ပါဓာတ်အားလိုင်း (၂)လိုင်း တည်ဆောက်ရန် လိုအပ်ပါသည်-

(က) ဥသျှစ်ပင်-တောင်ကုတ်-မအီ-အမ်း-မင်းဘူး ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း။

(ခ) မင်းဘူး-တောင်တွင်းကြီး ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း။

၄။ (၂၂၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံအတွက် ရင်းနှီးမြှုပ်နှံမှု ကုန်ကျစရိတ်အားလုံးကို Green Earth Power (Thailand) Co., Ltd. မှ ကျခံမည်ဖြစ်ပြီး စီမံကိန်းဖြစ်မြောက်နိုင်မှုအခြေအနေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(က)	စီမံကိန်းကုန်ကျစရိတ်	အမေရိကန်ဒေါ်လာ (၃၅၂)သန်း
(ခ)	ဓာတ်အားခဈေးနှုန်း	(၁၃) ဆင့်
(ဂ)	လုပ်ကိုင်ခွင့်ကာလ	(၃၀) နှစ်
(ဃ)	အရင်းအနှီးအပေါ် အကျိုးအမြတ် ပြန်ပေါ်နှုန်း IRR	(၇.၂၈) %
(င)	စီမံကိန်းအတွက် မြေနေရာ	မင်းဘူး(၈၃၆) ဧက
(စ)	မြေနေရာအတွက် မြေငှားစာချုပ်	AVA Capital Trading Ltd. နှင့် Green Earth Power (Thailand) Co., Ltd. တို့ ချုပ်ဆိုပါမည်။

၅။ Green Earth Power (Thailand) Co., Ltd. နှင့် AVA Capital Trading Ltd. တို့အကြား ချုပ်ဆိုမည့်မြေငှားစာချုပ်(LLA)(မူကြမ်း)အား နောက်ဆက်တွဲ(က) ဖြင့်လည်းကောင်း၊ မြေစာရင်းပုံ(၁၀၅)အား နောက်ဆက်တွဲ(ခ) ဖြင့်လည်းကောင်းတင်ပြအပ်ပါသည်။

၆။ ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. ၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအား MOA လက်မှတ်ရေးထိုးရန်အတွက် ပြည်ထောင်စုအစိုးရအဖွဲ့ စီးပွားရေးရာကော်မတီ၏ (၂၉/၂၀၁၄) ကြိမ်မြောက်အစည်းအဝေးသို့ နောက်ဆက်တွဲ(ဂ) ဖြင့် တင်ပြခဲ့ရာတွင် သဘောတူဆုံးဖြတ်ခဲ့သည့် မှတ်တမ်းကောက်နုတ်ချက်အား နောက်ဆက်တွဲ(ဃ) ဖြင့် လည်းကောင်း၊ နိုင်ငံတော်သမ္မတရုံးမှ လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်သွားရန် အကြောင်းကြားစာအား နောက်ဆက်တွဲ(င) ဖြင့်လည်းကောင်း တင်ပြအပ်ပါသည်။

၇။ လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. တို့အကြား ညှိနှိုင်းထားသော MOA စာချုပ်(မူကြမ်း)အား အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန၊ ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် ပြည်ထောင်စုရှေ့နေချုပ်ရုံးတို့၏ သဘောထားမှတ်ချက် နောက်ဆက်တွဲ(စ၊ ဆ၊ ဇ၊ ဈ) များနှင့်အညီ စာချုပ်ဝင်များမှ ပြန်လည်ညှိနှိုင်း ပြင်ဆင်ရေးဆွဲခဲ့ပြီးဖြစ်ပါ၍ နောက်ဆက်တွဲ(ည) အား လက်မှတ်ရေးထိုးချုပ်ဆိုခွင့်ပြုပါရန် တင်ပြအပ်ပါသည်။

၈။ **ဆုံးဖြတ်ရန်အချက်။** ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co., Ltd. ၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင်(၂၂၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အား ပေးစက်ရုံစီမံကိန်းအား BOT စနစ်ဖြင့် ဆောင်ရွက်ရန်အတွက် နှစ်ဘက်သဘောတူညီမှုစာချုပ် (MOA) လက်မှတ်ရေးထိုးချုပ်ဆိုခွင့်ပြုပါရန် သဘောတူ - မတူ။

၉။ **လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ထောက်ခံချက်။** ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့၏ အဆုံးအဖြတ်ကို နာခံပါမည်။

ခင်မောင်စိုး
ပြည်ထောင်စုဝန်ကြီး

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ ပြည်ထောင်စုအစိုးရအဖွဲ့

GREEN EARTH POWER (THAILAND) COMPANY LIMITED
Level 18, Park Ventures Ecoplex
57 Wireless Road, Lumpini, Pathumwan
Bangkok 10330, Thailand
Tel: +662 309-3592
Fax: +662 309-3434

Financial Statement ကွဲလွဲနေမှုအားရှင်းလင်းတင်ပြခြင်း

(၁) စီမံကိန်းကုန်ကျစရိတ်ကွဲလွဲခြင်း

Green Earth Power (Thailand) Co., Ltd. (GEP) အနေဖြင့် ဖြစ်မြောက်နိုင်စွမ်းအစီရင်ခံစာအား ၂၀၁၃ခုနှစ်၊ ဇူလိုင်လတွင်တင်ပြခဲ့ပါသည်။ အဆိုပါတင်ပြခဲ့ချိန်တွင် နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံ အတွက်တည်ဆောက်ရန်ကုန်ကျစရိတ်မှာ (၁) မဂ္ဂါဝပ်လျှင်အမေရိကန်ဒေါ်လာ (၁) သန်းနှင့် (၆) သိန်းဖြစ်ပါပြီး ၂၂၀ မဂ္ဂါဝပ်အတွက်စုစုပေါင်းကုန်ကျစရိတ်သည် အမေရိကန်ဒေါ်လာသန်းပေါင်း (၃၅၂) သန်းဖြစ်ပါသည်။

ယခု MIC proposal ထဲတွင်ပါဝင်သည့် Financial Statement ဖော်ပြသည့်ကုန်ကျစရိတ်မှာ (၁) မဂ္ဂါဝပ်လျှင် အမေရိကန်ဒေါ်လာ (၁) သန်းနှင့် (၃) သိန်း (၅) သောင်းဖြစ်ပြီး ၂၂၀ မဂ္ဂါဝပ်အတွက်စုစုပေါင်းကုန်ကျစရိတ်သည် အမေရိကန်ဒေါ်လာသန်းပေါင်း (၂၉၇) သန်းဖြစ်ပါသည်။

ယခုကဲ့သို့ဖြစ်ရခြင်းမှာ ၂၀၁၃ ခုနှစ်တုန်းက EPC contractor မှ တင်ပြလာသည့်ဈေးနှုန်းဖြစ်ပါသည်။ အဆိုပါ ဈေးနှုန်းအတိုင်း ဖြစ်မြောက်နိုင်စွမ်းအစီရင်ခံစာ (Feasibility Study Report) ထဲတွင်ဖော်ပြခဲ့ပါသည်။ ၂၀၁၅ခုနှစ် တွင် GEP အနေဖြင့် အလားအလာရှိသည့် EPC contractors များအား တင်ဒါစနစ်ဖြင့်ရွေးချယ်ခေါ်ယူခဲ့ရာ၊ အဆိုပါ EPC contractors များမှ နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံအတွက် တည်ဆောက်ရန်ကုန်ကျ စရိတ်သည် (၁) မဂ္ဂါဝပ်လျှင် အမေရိကန်ဒေါ်လာ (၁.၃၅) သန်းဖြင့်GEP သို့ ဈေးနှုန်းတင်ပြခဲ့ပါသည်။

ထို့အတွက်ကြောင့် ယခုတင်ပြခဲ့သည့်တည်ဆောက်ရေးကုန်ကျစရိတ်သည် ပစ္စုပ္ပန်ကာလ၏ဈေးနှုန်းဖြစ် သော ကြောင့် Financial Statement ထဲတွင်တင်ပြရခြင်းဖြစ်ပါသည်။

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(၂) IRR ကွဲလွဲချက်

ဖြစ်မြောက်နိုင်စွမ်းအစီရင်ခံစာအပေါ်တွင် IRR တန်ဖိုးသည် နှစ်စဉ် ၇.၂၈% ဖြစ်ဖော်ပြခဲ့ပါသည်။ အဆိုပါ ဖြစ်မြောက်နိုင်စွမ်းအစီရင်ခံစာအပေါ်တွင် IRR တန်ဖိုးသည် အတိုးနှုန်းအားထည့်သွင်းတွက်ချက်ခဲ့ပါသည်။ ယခု MIC အတွက် တင်ပြမည့် Financial Statement ထဲမှ MIC ၏ မူဆောင်ရွက်ချက်အရ အတိုးနှုန်းအား ထည့်တွင်းတွက်ချက်ရန်ခွင့်မပြုသောကြောင့် IRR ၏ တန်ဖိုးသည် ၇.၂၈ % မှ ၅.၁၈% သို့ထိုးဆင်းသွားရခြင်းဖြစ်ပါသည်။

(၃) စီမံကိန်းအားအဆင့်လိုက်တည်ဆောက်ခြင်း

ဖြစ်မြောက်နိုင်စွမ်းအစီရင်ခံစာအပေါ်တွင် GEP အနေဖြင့် စီမံကိန်းအား အဆင့် (၃) ဆင့်ဖြင့်တည်ဆောက်သွားမည် ဟုဖော်ပြခဲ့ပါသည်။ ယခုအခါတွင် GEP အနေဖြင့် Black & Veatch အား Technical Consultant အဖြစ်ငှားရမ်းထားပြီးဖြစ်ပါသည်။၎င်းတို့၏ Technical Advice အရ GEP အနေဖြင့် ယခုတည်ဆောက်မည့် မင်းဘူး နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံ အား အဆင့် (၄) ဆင့် ((4) Phases) ဖြင့် တည်ဆောက်ရန် အကြံပေးခဲ့သောကြောင့် အဆိုပါအတိုင်းကောင်အထည်ဖော်သွားမည်ဖြစ်ပါကြောင်းတင်ပြအပ်ပါသည်။စုစုပေါင်း စီမံကိန်းကာလသည် (၄) နှစ်ဖြစ်ပါသည်။

တည်ဆောက်အကောင်အထည်ဖော်သွားမည့် အဆင့် (၄) ဆင့်မှာ-

ပထမအဆင့်	(၅၀) မဂ္ဂါဝပ်	(၁၂) လ
ဒုတိယအဆင့်	(၅၀) မဂ္ဂါဝပ်	(၁၂) လ
တတိယအဆင့်	(၅၀) မဂ္ဂါဝပ်	(၁၂) လ
စတုတ္ထအဆင့်	(၇၀) မဂ္ဂါဝပ်	(၁၂) လ
စုစုပေါင်း တပ်ဆင်အင်အားမှာ	(၂၂၀) မဂ္ဂါဝပ် (ဒီစီ) ဖြစ်ပါသည်။	

လျှို့ဝှက်

၂၆

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ပြည်ထောင်စုအစိုးရအဖွဲ့

နောက်ဆက်တွဲ (င)

စာအမှတ်၊ ၂၆ / ၂၅၇ / အဖရ (၈/၂၀၁၆)။

ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ မတ်လ ၁၀ ရက်။

အ မှာ စာ

အကြောင်းအရာ။ မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် Green Earth Power (Thailand) Co., Ltd. က တည်ဆောက်မည့် (၁၇၀)မဂ္ဂါဝပ် နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံမှထွက်ရှိသော ဓာတ်အားကိုဝယ်ယူရန် ချုပ်ဆိုမည့် လျှပ်စစ်ဓာတ်အားဝယ်ယူမှု သဘောတူစာချုပ် (Power Purchase Agreement-PPA) လက်မှတ်ရေးထိုးရန်ကိစ္စကို "မူ" အားဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြခြင်း။

၁။ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၂၅ ရက် (ကြာသပတေး)နေ့တွင် ကျင်းပပြုလုပ်သော ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ ပြည်ထောင်စုအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၈/၂၀၁၆) မှတ်တမ်းကောက်နုတ်ချက်ကို ဆောင်ရွက်နိုင်ပါရန် ပေးပို့အပ်ပါသည်။

၂။ မှတ်တမ်းကောက်နုတ်ချက်ကို ရရှိကြောင်းပြန်ကြားရန်နှင့် ဌာနဆိုင်ရာ အရေးယူဆောင်ရွက်ချက်ကိုလည်း ပြန်လည်အစီရင်ခံတင်ပြရန် ဖြစ်ပါသည်။

ဇော်သန်းသင်း

အတွင်းရေးမှူး

ပြည်ထောင်စုဝန်ကြီး

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

၂၆။ မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် Green Earth Power (Thailand) Co., Ltd. က တည်ဆောက်မည့် (၁၇၀)မဂ္ဂါဝပ် နေရောင်ခြည်စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံမှထွက်ရှိသောဓာတ်အားကိုဝယ်ယူရန်ချုပ်ဆိုမည့် လျှပ်စစ်ဓာတ်အားဝယ်ယူမှုသဘောတူစာချုပ် (Power Purchase Agreement-PPA) လက်မှတ်ရေးထိုးရန်ကိစ္စကို "မူ" အားဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြခြင်း။

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၁၈ ရက်နေ့စွဲပါ အမှာစာ အမှတ်၊ လျှပ်စစ်-၂ (မူဝါဒ-MEPE) (၂၅၃၂)/ ၂၀၁၆။ အမှာစာကို သဘောတူကြသည်။

ဆောင်ရွက်ရန်၊

လျှပ်စစ်စွမ်းအား။

လျှို့ဝှက်

မူဝါဒ လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပြည်ထောင်စုရှေ့နေချုပ်ရုံး
နေပြည်တော်

စာအမှတ်၊ ၂(၅) ၅ - ၂၃ / နပတ(၁၃၃၉)
ရက်စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဒီဇင်ဘာလ ၃၀ ရက်

အကြောင်းအရာ။ **မင်းဘူး Solar Power ဓာတ်အားပေးစက်ရုံတည်ဆောက်ရန်အတွက် ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် (PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်များပေးနိုင်ပါရန်တင်ပြခြင်းကိစ္စ**

ရည်ညွှန်းချက်။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၇-၁၂-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၂/ (မူဝါဒ-မင်းဘူး) (၁၆၄၀၅)/ ၂၀၁၅

၁။ မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် (170 MW AC) တပ်ဆင်စက်အင်အားရှိ Solar Power ဓာတ်အားပေးစက်ရုံတည်ဆောက်ရန်အတွက် မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းနှင့် Green Earth Power (Myanmar) Co., Ltd တို့အကြား ချုပ်ဆိုမည့် ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် (Power Purchase Agreement - PPA) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စဖြစ်ပါသည်။

၂။ ပေးပို့လာသော Power Purchase Agreement (မူကြမ်း)အား ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်ပြီး အောက်ပါအတိုင်း သုံးသပ်အကြံပြုအပ်ပါသည် -

(က) စာချုပ်(မူကြမ်း) အပိုဒ်ခွဲ 1.1 Definitions ၌ Person ၏ အဓိပ္ပါယ်ဖွင့်ဆိုချက်တွင် Governmental Authority အားထည့်သွင်းထားသည်ကို တွေ့ရှိရပါသည်။ အဆိုပါ Governmental Authority ၏ အဓိပ္ပါယ်ကို သီးခြားဖွင့်ဆိုထားရှိပြီးဖြစ်ရာ နောင်ရှုပ်ထွေးမှုမဖြစ်ပေါ်စေရန် Person ၏ အဓိပ္ပါယ်ဖွင့်ဆိုချက်တွင် Governmental Authority အား ထည့်သွင်းရန်မသင့်ပ

လျှို့ဝှက်

Acer/DRWT/Green Earth Power (Myanmar) Co., Ltd (2)(28-12-2015)

ယူဆပါသည်။ ၁၉၇၃ ခုနှစ် စကားရပ်များအနက်အဓိပ္ပါယ်ဖွင့်ဆိုရေးဥပဒေ ပုဒ်မ ၅(က) (၂၄) ၌ "the expressions "Person" , "anyone", "individual" include any company, association, organization or body of individuals" ဟုပြဋ္ဌာန်းထားသည်ကို ဖော်ပြအပ်ပါသည်၊

(ခ) စာချုပ်(မူကြမ်း) Section 2 ၊ အပိုဒ် 2.2 Construction and Licensing of the Facility ၊ အပိုဒ်ခွဲ 2.2.7 Handover of Transmission Facility ၏ အပိုဒ်ခွဲငယ် (c) ၌ New Transmission Facility အား MEPE သို့လွှဲအပ်ရာ၌ "one year warranty provided by the Seller or any preson contracted to contract or provide service in relation to the Transmission Facility." ဟု ဖော်ပြထား ပါသည်။ စာချုပ်(မူကြမ်း)၌ စာချုပ်ဝင်အဖြစ်မပါရှိသော third party တစ်ဦးဦးပေါ် စာချုပ်ပါစည်းကမ်းချက်များသည် စည်းနှောင်အားရှိမည် မဟုတ်ပါသောကြောင့် အဆိုပါအချက်အား ဌာနမှ ပြန်လည်စိစစ်သင့်ပါ သည်၊

(ဂ) စာချုပ်(မူကြမ်း) Section 2 ၊ အပိုဒ် 2.8 Financial Arrangements ပါ ကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ ဘဏ္ဍာရေးဝန်ကြီးဌာနနှင့် ညှိနှိုင်းဆောင်ရွက်သင့်ပါသည်၊

(ဃ) စာချုပ်(မူကြမ်း) အပိုဒ် 2.8 Financial Arrangements ၊ အပိုဒ်ခွဲ 2.8.8 တွင် Seller က တင်ပြသည့် Financing Document များကို MEPE အနေဖြင့် အပိုဒ်ခွဲ 2.8.4 စည်းကမ်းချက်များအတိုင်း အတည်ပြု သို့မဟုတ် အတည်မပြုကြောင်း အကြောင်းကြားခြင်းမရှိပါက MEPE က အတည်ပြုသည်ဟု မှတ်ယူရမည်ဖြစ်ကြောင်း ဖော်ပြထားသည်ကို ဌာနက သတိပြုသင့်ပါသည်၊

(င) စာချုပ်(မူကြမ်း) အပိုဒ် 4 Delivery of Electricity ၊ အပိုဒ်ခွဲ 4.3.3(ii) တွင် Seller က liquidated damages အဖြစ် MEPE သို့ပေးရမည့် အမြင့်ဆုံး ငွေကြေးပမာဏများကို ဖော်ပြထားရာ အဆိုပါပမာဏသည် လုံလောက်မှုရှိမရှိ၊ ဌာနက ပြန်လည်သတိပြုစိစစ်သင့်ပါသည်၊

(စ) စာချုပ်(မူကြမ်း) Section 5 Tariffs ပါ Payment နှင့်စပ်လျဉ်း၍ ဘဏ္ဍာရေးဝန်ကြီးဌာနနှင့် ညှိနှိုင်းဆောင်ရွက်သင့်ပါသည်၊

(ဆ) စာချုပ်(မူကြမ်း) Section 7 Default and Termination ၊ အပိုဒ် 7.1 Termination by the Seller ၊ အပိုဒ်ခွဲ 7.1.1 ၌ MEPE ၏ Event of Default ဟု မှတ်ယူမည့်အချက်များကို ဖော်ပြထားပါသည်။ အဆိုပါအချက်များ၌ အပိုဒ်ခွဲ 7.1.1(e) ၌ any material respect ဟုလည်းကောင်း၊ အပိုဒ်ခွဲ 7.1.1(h) နှင့် အပိုဒ်ခွဲ 7.2.1(g) တို့၌ material obligations ဟုလည်းကောင်း၊ ဖော်ပြထားသည်ကို တွေ့ရှိရပါသည်။ material respect နှင့် material obligations တို့သည် မည်သည့်ကိစ္စရပ်များဖြစ်ကြောင်း ဖော်ပြထားခြင်းမရှိ၍ နောင်အငြင်းပွားမှုမဖြစ်ပေါ်စေရေးအတွက် material respect နှင့် material obligation တို့၏ အဓိပ္ပါယ်အတိအကျကို ထည့်သွင်းဖော်ပြသင့်ပါသည်၊

(ဇ) စာချုပ်(မူကြမ်း) အပိုဒ် 7 Default and Termination ၊ အပိုဒ်ခွဲ 7.1.2 တွင် MEPE သည် ယင်း၏ပျက်ကွက်မှုတစ်ရပ်ရပ်ကို သတ်မှတ်ကာလအတွင်း ကုစားခြင်းမရှိပါက Seller သည် ဤစာချုပ်အား ရပ်စဲပိုင်ခွင့်ရှိကြောင်း ဖော်ပြထားသည်ကို ဌာနက သတိပြုသင့်ပါသည်၊

(ဈ) စာချုပ်(မူကြမ်း) အပိုဒ်ခွဲ 7.1.3 ၌ စာချုပ်အားအပိုဒ်ခွဲ 7.1.2 အရ ရပ်စဲခဲ့ပါက Schedule 19 (Termination) ကို ဆောင်ရွက်မည်ဖြစ်ကြောင်း ဖော်ပြထားရာ ဌာနအနေဖြင့် အဆိုပါအချက်များအား သတိပြုသင့်ပါသည်၊

(ည) စာချုပ်(မူကြမ်း) အပိုဒ်ခွဲ 7.6 Other Rights to Terminate စည်းကမ်းချက်တွင် အပိုဒ် 7 နှင့် အပိုဒ် 9.6 ပါကိစ္စရပ်များသည် စာချုပ်အား စာချုပ်ဝင်တစ်ဖက်က တစ်ဖက်သတ် [illegible]ခြင်း "unilaterally terminate" ကို စာချုပ်ဝင်နှစ်ဖက်သဘောတူ[illegible]ခြင်း၊ ဖော်ပြထားသည်ကို တွေ့ရှိရပါသည်။ အပိုဒ် 7 သည် Default and Termination စည်းကမ်းချက်ဖြစ်သော်လည်း အပိုဒ်ခွဲ 9.6 မှာ Termination Following Force Majeure စည်းကမ်းချက်ဖြစ်နေသည်ကို [illegible]ပါသည်။ မလွန်ဆန်နိုင်သောဖြစ်ရပ် တစ်ရပ်ရပ်ဖြစ်ပွားပါက စာချုပ်[illegible]နိုင်သည်ဟု ဖော်ပြခြင်းမှာ သင့်မြတ်မှုရှိသော်လည်း တစ်ဖက်[illegible]ကိုမူ လက်ခံရန်မသင့်ဟု ယူဆပါသည်။ သို့ပါ၍ ဌာနက ပြန်[illegible]ရန်ရှိပါသည်၊

(ဋ) စာချုပ်(မူကြမ်း) [illegible] Liquidated Damages for Delayed ၊ အပိုဒ်ခွဲ 8.3.1 တွင် [illegible]ပြည့်မြောက်သည့်နေ့အဖြစ် သတ်မှတ်ထားသည့်အတိုင်း ဖြစ်မ[illegible]အနေဖြင့် တစ်ရက်လျှင် US$ 150 ကို liquidated damage [illegible] MOEE သို့ပေးမည်ဖြစ်ကြောင်း ဖော်ပြထားရာ အဆိုပါငွေပမာဏ[illegible]မှုရှိ မရှိ ဌာနက ပြန်လည်သုံးသပ်သင့်ပါသည်၊

(ဌ) စာချုပ်(မူကြမ်း) [illegible] Force Majeure ၊ အပိုဒ်ခွဲ 9.11(d) တွင် "Change [illegible]" [illegible]ခြင်း၊ အပိုဒ်ခွဲ (e) တွင် failure or inability [illegible] that the Seller is the affected Party, a [illegible] commission of the Seller) to obtain

or renew any required Governmental Approval; ဟုလည်းကောင်း၊ တို့အား Force Majeure ၌ ပါဝင်ကြောင်း ဖော်ပြထားသည်ကို တွေ့ရှိရပါသည်။ အဆိုပါအချက်များသည် Force Majeure ၌ထည့်သွင်း၍ အခိုင်ပါယ်ဖွင့်ဆိုရန်မသင့်ပါသဖြင့် ပယ်ဖျက်သင့်ပါသည်၊

(ဃ) စာချုပ်(မူကြမ်း) Section 9 Force Majeure ၊ အပိုဒ်ခွဲ 9.1.1(g)တွင် ပြည်သူပိုင်သိမ်းယူခြင်း သို့မဟုတ် အတင်းအကြပ်သိမ်းယူခြင်းတို့ပါဝင်ကြောင်း ဖော်ပြထားပါသည်။ ဖွဲ့စည်းပုံအခြေခံဥပဒေပုဒ်မ ၃၆(ဃ)၌ "စီးပွားရေးဆိုင်ရာလုပ်ငန်းများကို နိုင်ငံပိုင်သိမ်းယူခြင်းမပြု" ဟုလည်းကောင်း၊ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၂၈ ၌ "ပြည်ထောင်စုအစိုးရအဖွဲ့သည် ခွင့်ပြုမိန့်ဖြင့်ဖွဲ့စည်းသည့်စီးပွားရေးလုပ်ငန်းကို ပဋိညာဉ်စာချုပ်ပါ သက်တမ်း သို့မဟုတ် ယင်းသက်တမ်းကို တိုးမြှင့်ပေးလျှင် ယင်းသို့တိုးမြှင့်ပေးသည့်သက်တမ်းအတွင်း နိုင်ငံပိုင်သိမ်းယူခြင်းမပြုဟု အာမခံသည်" ဟု လည်းကောင်း ပြဋ္ဌာန်းထားသဖြင့် ယင်းအချက်တို့အား ထည့်သွင်းဖော်ပြရန် မသင့်ဟုသဘောရရှိပါသည်၊

(စ) စာချုပ်(မူကြမ်း) အပိုဒ် 9.1.2 Governmental Force Majeure အား အခိုပ္ပါယ်ဖွင့်ဆိုရာ၌ အပိုဒ် (b) တွင် "the occurrence of Force Majeure as described in any one or more of paragraphs (b) and (c) of the definition of Force Majeure where, ---------------- an act of War involving Myanmar (whether war has been delared or not) --------------- by a Governmental Authority or foreign entity); ဟု အခိုပ္ပါယ်ဖွင့်ဆိုထားပါသည်။ အဆိုပါအချက်များအား Governmental Force Majeure ၌ အခိုပ္ပါယ်ဖွင့်ဆိုခြင်းကို လက်ခံရန်မသင့်ပါသောကြောင့် ပယ်ဖျက်သင့်ပါသည်၊

(ဏ) စာချုပ်(မူကြမ်း) အပိုဒ် 9.4 Payment Rights and Obligations during Force Majeure ၊ အပိုဒ် 16 Billing and Payment ခေါင်းစဉ်ပါ ငွေကြေးဆိုင်ရာ စည်းကမ်းချက်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာဘဏ္ဍာရေး ဝန်ကြီးဌာန၊ မြန်မာ့နိုင်ငံခြားကုန်သွယ်မှုဘဏ်တို့နှင့် ညှိနှိုင်းဆောင်ရွက်သင့် ပါသည်၊

(တ) စာချုပ်(မူကြမ်း) Section 9 Force Majeure ၊ အပိုဒ် 9.4 Payment Rights and Obligations during Force Majeure ၊ အပိုဒ်ခွဲ 9.4.2 ၌ Governmental Force Majeure ကြောင့် MEPE ၌ ထိခိုက်ခဲ့ပါက Facility မအောင်မြင်ခဲ့လျှင် MEPE သည် Force Majeure Grace Period အတွင်း Capacity Payments များကို ပေးချေရမည်ဖြစ်ကြောင်း ဖော်ပြထား ရာ ဌာနက လက်ခံနိုင်ခြင်း ရှိ မရှိ ပြန်လည်စိစစ်သင့်ပါသည်၊

(ထ) စာချုပ်(မူကြမ်း) Section 12 Limitation of Liability ၊ အပိုဒ်ခွဲ 12.2 Consequential Damages ၌ မှားယွင်းမှု၊ ပေါ့လျော့မှု၊ အပါအဝင်နှင့် လျှပ်စစ်စွမ်းအားသယ်ယူပို့ဆောင်ရန် သို့မဟုတ် ရောင်းချရန် ပျက်ကွက်မှုတို့ အပါအဝင်စာချုပ်၌ သတ်မှတ်သောဝတ္တရားများကို ဆောင်ရွက်ခြင်း သို့မဟုတ် မဆောင်ရွက်ခြင်းကြောင့် သွယ်ဝိုက်၍ဖြစ်ပေါ်လာသော ထိခိုက်နစ်နာမှု၊ နောက်ထပ်ထိခိုက်နစ်နာမှုများအတွက်မည်သည့်စာချုပ်ဝင်မျှ တစ်ဖက်စာချုပ်ဝင် အပေါ် တာဝန်မရှိစေရဟု ဖော်ပြထားပါသည်။ အဆိုပါအချက်အား လက်ခံရန် မသင့်ဟု ယူဆပါသောကြောင့် ပြန်လည်စိစစ်သင့်ပါသည်၊

(ဒ) စာချုပ်(မူကြမ်း) အပိုဒ် 17 Confidentiality and Announcements ၊ အပိုဒ်ခွဲ 17.1 တွင် လျှို့ဝှက်အဆင့်အဖြစ် သတ်မှတ်ထားသည့် သတင်းအချက် "confidential information" များကို စာချုပ်သက်တမ်းကုန်ဆုံး သို့မဟုတ် ရပ်စဲသည့်တိုင်အောင် ထိန်းသိမ်းရမည်ဖြစ်ကြောင်း ဖော်ပြထားရာ နောင်အငြင်း

ပွားမှုမဖြစ်ပေါ်စေရေးအတွက် စာချုပ်သက်တမ်းကုန်ဆုံး သို့မဟုတ် ရပ်စဲပြီး နောက် အချိန်ကာလမည်မျှအထိ ဆက်လက်ထိန်းသိမ်းရမည်ဖြစ်ကြောင်း တိကျစွာထည့်သွင်းဖော်ပြသင့်ပါသည်၊

(ဓ) စာချုပ်(မူကြမ်း) အပိုဒ် 20 Equity Undertaking ၊ အပိုဒ်ခွဲ 20.1 Restrictions on Transfer တွင် Seller အနေဖြင့် ယင်း၏ပိုင်ဆိုင်ခွင့် အကျိုးကျေးဇူးကို တတိယပုဂ္ဂိုလ်သို့ လွှဲပြောင်းခြင်းမပြုရန် သတ်မှတ်ထားသည့် အချိန်ကာလ (၄ နှစ် နှင့် ၆ နှစ်)တို့မှာ သင့်မြတ်မှုရှိ မရှိ ဌာနက ပြန်လည်စဉ်းစားသုံးသပ်သင့်ပါသည်၊

(န) စာချုပ်(မူကြမ်း) အပိုဒ်ခွဲ 20.2 Qualifications to Equity Transfer Restrictions ၊ အပိုဒ်ခွဲငယ် 20.2.2 တွင် Seller သည် ယင်း၏ပိုင်ဆိုင်ခွင့် အကျိုးကျေးဇူးကို အခြားပုဂ္ဂိုလ်တစ်ဦးဦးထံသို့ လွှဲပြောင်းသည့်အခါ၊ ထိုသို့ လွှဲပြောင်းပေးခြင်းမပြုမီ (၁၀)ရက်ကြိုတင်၍ MEPE သို့ အကြောင်းကြားမည် ဖြစ်ကြောင်း၊ MEPE က ရက်ပေါင်း(၃၀)အတွင်း အဆိုပါတတိယပုဂ္ဂိုလ် (Transferee) အား လက်ခံသည် သို့မဟုတ် ငြင်းပယ်သည်ကို ပြန်လည် အကြောင်းကြားခြင်းမပြုပါက MEPE အနေဖြင့် လက်ခံသဘောတူသည်ဟု Seller က မှတ်ယူပြီး ရှေ့ဆက်ဆောင်ရွက်သွားမည်ဖြစ်ကြောင်း ဖော်ပြထားသည်ကို ဌာနက သတိပြုသင့်ပါသည်၊

(ပ) စာချုပ်(မူကြမ်း) အပိုဒ် 21.4 Assignment ၊ အပိုဒ်ခွဲ 21.4.3 စည်းကမ်းချက်တွင် "Financing the Project" အတွက် Seller ၏အစုရှယ်ယာများကို shareholder က Security Interests အဖြစ်ထားရှိခြင်းသည် ပုဒ်မ 20 အား ချိုးဖောက်ခြင်းမဟုတ်ဟုလည်းကောင်း၊ Financing Documents ပါ စည်းကမ်းချက်အရ Financing Parties က Seller ၏ Shares ကို တတိယ ပုဂ္ဂိုလ်သို့ ရောင်းချ သို့မဟုတ် လွှဲပြောင်းခြင်းကို MEPE ၏ကြိုတင်ခွင့်ပြုမိန့်

ရယူရန်မလိုဘဲ ဆောင်ရွက်နိုင်သည်ဟုလည်းကောင်း ဖော်ပြထားရာ လက်ခံရန် မသင့်ဟု ယူဆပါသဖြင့် ဌာနက ပြန်လည်စိစစ်သင့်ပါသည်၊

(ဖ) စာချုပ်(မူကြမ်း)၌ စာချုပ်အား နှစ်ဦးနှစ်ဖက်ညှိနှိုင်းဆွေးနွေး၍ ပြင်ဆင်နိုင်မည်ဆိုသည့် စည်းကမ်းချက် (Renegotiation) ဖော်ပြထားခြင်းမရှိပါသဖြင့် ဌာနမှ ထည့်သွင်းဖော်ပြရန်ဖြစ်ပါသည်၊

(ဗ) စာချုပ်(မူကြမ်း) Schedule 2 ပါ ငွေပေးချေခြင်းများ၊ အခွန်နှင့်ဒဏ်ကြေးများနှင့်စပ်လျဉ်း၍ ဘဏ္ဍာရေးဝန်ကြီးဌာနနှင့် ညှိနှိုင်းဆောင်ရွက်သင့်ပါသည်၊

(ဘ) စာချုပ်(မူကြမ်း)၌ စာချုပ်တွင်ပူးတွဲပါရှိသော Schedules များ၊ နောက်ဆက်တွဲများသည် ဤစာချုပ်၏တစ်စိတ်တစ်ဒေသဖြစ်သည်ဆိုသော အချက်အား ထည့်သွင်းဖော်ပြမထား၍ ဖော်ပြရန်လိုအပ်ပါသည်။

၃။ စာချုပ်(မူကြမ်း)ပါ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းနှင့် စပ်လျဉ်း၍ လျှပ်စစ်ဥပဒေပုဒ်မ ၁၁ အရ ခွင့်ပြုမိန့်ရရှိရန် ခွင့်ပြုမိန့်ထုတ်ပေးနိုင်သူထံ သတ်မှတ်ချက်များနှင့်အညီ လျှောက်ထားရန်လိုအပ်ပါသည်။ ထို့အပြင် အဆိုပါဥပဒေပုဒ်မ ၁၂ အရ ပြည်ထောင်စုက စီမံခန့်ခွဲခွင့်ရှိသည့် အကြီးစားလျှပ်စစ်ဆိုင်ရာလုပ်ငန်းများဖြစ်ပါက ခွင့်ပြုမိန့်ထုတ်ပေးနိုင်သူ ဝန်ကြီးဌာနသည် ပြည်တွင်းပြည်ပရင်းနှီးမြှုပ်နှံလုပ်ကိုင်ဆောင်ရွက်လိုသည့် မည်သည့်ပုဂ္ဂိုလ်၊ အဖွဲ့အစည်း ကိုမဆိုပြည်ထောင်စုအစိုးရအဖွဲ့၏ သဘောတူညီချက်ဖြင့် ခွင့်ပြုမိန့်ထုတ်ပေးနိုင်မည်ဖြစ်ပါသည်။

၄။ စာချုပ်(မူကြမ်း)ပါ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းနှင့်စပ်လျဉ်း၍ ၁၄-၈-၂၀၁၄ ရက်စွဲပါ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အမိန့်ကြော်ငြာစာအမှတ် ၅၀/ ၂၀၁၄ ဖြင့် ထုတ်ပြန်ခဲ့သော ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ချက်ရယူရန် လိုအပ်သည့် [illegible] လုပ်ငန်းအမျိုးအစားများ သတ်မှတ်ခြင်း၊ အမှတ်စဉ် ၄ ၌ ရေအားလျှပ်စစ်နှင့် [illegible]

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ခြင်းလုပ်ငန်း မဟာဓာတ်အားလိုင်းများတည်ဆောက်ခြင်းလုပ်ငန်းအား ဖော်ပြထားသည်ကို သိရှိနိုင်ရန်အတွက် ဖော်ပြအပ်ပါသည်။

၅။ စာချုပ်(မူကြမ်း)၌ Schedules 20 ခုအား ပူးတွဲဖော်ပြထားသည်ကို တွေ့ရှိရပါသည်။ အဆိုပါ Schedule အချို့တွင် ကွက်လပ်များဖြင့်ဖော်ပြထားသည်ကို တွေ့ရှိရပေရာ စာချုပ်ချုပ်ဆိုချိန်၌ ပြည့်စုံစွာဖြည့်စွက်ပြီးဖြစ်ရန် လိုအပ်ပါသည်။

၆။ စာချုပ်(မူကြမ်း)၌ ပူးတွဲပါရှိသော Schedules များအနက် Schedule 8 Environmental, Social and Labour Requirementsl နှင့်စပ်လျဉ်း၍ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာနနှင့် ညှိနှိုင်းဆောင်ရွက်ရန်ဖြစ်ပါသည်။

၇။ စာချုပ်(မူကြမ်း) ၌ ပူးတွဲပါရှိသော Schedule 19 Termination တွင် ဖော်ပြထားသော အချက်များကို ဌာနအနေဖြင့် လက်ခံနိုင်ခြင်းရှိမရှိ ပြန်လည်စိစစ်ပြီးမှသာ လက်ခံသင့်ပါသည်၊

၈။ စာချုပ်(မူကြမ်း)တွင် ပူးတွဲပါရှိသော Schedule 20 Land Lease Agreement (မူကြမ်း)သည် ပုဂ္ဂလိကကုမ္ပဏီများဖြစ်သော AVA Capital Trading Ltd. (Lessor) နှင့် Green Earth Power (Myanmar) Co., Ltd (Lessee)တို့အကြား ချုပ်ဆိုမည်ဖြစ်ကြောင်း တွေ့ရှိရပါသည်။ အဆိုပါ Land Lease Agreement အား ပုဂ္ဂလိကကုမ္ပဏီအချင်းချင်းတို့အကြားတွင် ချုပ်ဆိုခြင်းသာဖြစ်၍ ပြည်ထောင်စုရှေ့နေချုပ်ရုံးအနေဖြင့် အစိုးရဌာနများမှ စာချုပ်ဝင်အဖြစ်ပါဝင်ချုပ်ဆိုမည့် စာချုပ်(မူကြမ်း)များကိုသာ စိစစ်ပေးရန် တာဝန်ရှိကြောင်း ပြန်ကြားအပ်ပါသည်။

၉။ ဤ Power Purchase Agreement (မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်းအရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်းဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့် မှတ်ချက်ပေးရန်မရှိ

ပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်း ဆောင်ရွက်ရန် အကြံပြုပါသည်။

၁၀။ GEP (MYANMAR) Co., Ltd သည် ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသည့် ကုမ္ပဏီဟုတ် မဟုတ် နှင့် စာချုပ်ပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်စွမ်းနှင့် လုပ်ကိုင်နိုင်ခွင့်ရှိမရှိ၊ ငွေကြေး အင်အားပြည့်စုံမှုရှိမရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ခြင်းခံရသူဟုတ် မဟုတ် စသည်တို့အတွက် သက်ဆိုင်ရာ စာရွက်စာတမ်းများ တောင်းယူစိစစ်သင့်ပါ သည်။

၁၁။ ဤစာချုပ်(မူကြမ်း) ကို လက်မှတ်ရေးထိုးချုပ်ဆိုပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန် အတွက် ဤရုံးသို့ စာချုပ်မိတ္တူ(၃)စောင်ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

၁၂။ ဤအကြံပြုချက်ကို လျှို့ဝှက်အဆင့်သတ်မှတ်ဆောင်ရွက်ရန်ဖြစ်ပါသည်။

၁၁-၂-၂၀၁၅

(ကျော်ဆန်း)
ညွှန်ကြားရေးမှူးချုပ်(တာဝန်)

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

မိတ္တူ - ရုံးလက်ခံ / မျှောစာတွဲ

Acer/DRWT/Green Earth Power (Myanmar) Co., Ltd (2)(28-12-2015)

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

နေပြည်တော်

စာအမှတ်၊ ၂ (၅) ၉ - ၂၆ / နပတ (၇၉၀)

ရက်စွဲ၊ ၂၀၁၄ခုနှစ်၊စက်တင်ဘာလ ၁၈ ရက်

အကြောင်းအရာ။ **မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးဒေသတွင် (၂၂၀) မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့နှင့် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် လျှပ်စစ်စွမ်းအားဦးစီးဌာန နှင့် Green Earth Power (Thailand) Co., Ltd တို့အကြား လက်မှတ် ရေးထိုးမည့် သဘောတူစာချုပ် (MOA) (မူကြမ်း) အပေါ် သဘောထား မှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၂-၉-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၂/ GEP (၈စ) / (၀၈၇၅/ ၂၀၁၄)

၁။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် Green Earth Power (Thailand) Co., Ltd တို့သည် Build, Operate and Transfer (BOT) စနစ်ဖြင့် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်လည်ပတ်ဆောင်ရွက်မည့် MOA စာချုပ် (မူကြမ်း)အပေါ် သဘောထားမှတ်ချက် ပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စဖြစ်ပါသည်။

၂။ ရည်ညွှန်းချက်(၁)ပါစာနှင့်အတူ ပူးတွဲပေးပို့လာသော MOA စာချုပ်(မူကြမ်း) ကို ဥပဒေရှုထောင့်မှစိစစ်၍ အောက်ပါအတိုင်း သုံးသပ်အကြံပြုအပ်ပါသည်-

(က) MOA (မူကြမ်း) စာချုပ်ဝင်အပိုဒ်တွင် တစ်ဖက်စာချုပ်ဝင်ကုမ္ပဏီအား ကိုယ်စားပြုချုပ်ဆိုမည့်သူ၏ အမည်၊ ရာထူးတို့ကို ပြည့်စုံစွာ ဖြည့်စွက်ရန် လိုအပ်ပါသည်၊

လျှို့ဝှက်

Acer/D/UTZW/ Green Earth Power Co., Ltd (9-9-2014)doc

(ခ) MOA (မူကြမ်း) စာချုပ်ဝင်အပိုဒ်တွင် တစ်ဖက်စာချုပ်ဝင် Green Earth Power (Thailand) Company Limited ကို (GEP) ဟု သုံးနှုန်းမည်ဖြစ်ကြောင်း ဖော်ပြထားပါသည်။ သို့ရာတွင် MOA (မူကြမ်း)၏ စည်းကမ်းချက်များ၌ Project Company ဟုလည်းကောင်း၊ Project Developer ဟုလည်းကောင်း အမျိုးမျိုးသုံးနှုန်းထားသဖြင့် MOA စည်းကမ်းချက်များ ရှင်းလင်းမှုရှိစေရန် "GEP" ဟု တစ်ညီတစ်ညွတ်တည်းအသုံးပြုသင့်ပါသည်။ ဌာနမှ ပြန်လည်စိစစ်ရန်ဖြစ်ပါသည်၊

(ဂ) MOA (မူကြမ်း) တွင် Project ကို မည်သူက မည်မျှရင်းနှီးမြှုပ်နှံမည်ကို ဖော်ပြထားခြင်းမရှိသဖြင့် စိစစ်ဖော်ပြသင့်ပါသည်၊

(ဃ) MOA (မူကြမ်း) Article 2.3 တွင် Power Plant အတွက် တည်ဆောက်ရေးကာလကို MOA လက်မှတ်ရေးထိုးပြီး (၃၆)လထက်မကျော်စေရန် ဖော်ပြထားပြီး၊ ယင်းအပိုဒ်ခွဲ၏ စာကြောင်း ၇ တွင် New Transmission Lines အတွက် အမှန်ကြန့်ကြာမည့်ရက်များကို Construction Period တွင် ထပ်မံတိုးမြှင့်မည့်သဘောသက်ရောက်နေသည်ဟု ယူဆ၍ ဌာနမှ ပြန်လည်စိစစ်သင့်ပါသည်၊

(င) MOA (မူကြမ်း) Article 2.11 တွင် Project Company သည် ၎င်းအတွက် လိုအပ်မည့်မြေဧရိယာကို AVA Capital Trading Ltd နှင့် မြေငှားစာချုပ်ချုပ်ဆိုဆောင်ရွက်မည်ဟု ဖော်ပြထားပြီး Article 3.2(e) တွင် AVA Capital Trading Ltd ကို "an affiliated company of GEP" ဟု ဖော်ပြထားရာ AVA Capital Trading Ltd သည် စာချုပ်ဝင်မဟုတ်သဖြင့် ယင်းစည်းကမ်းချက်ကို ထည့်ခြင်းဖြင့် နောင်ရှုပ်ထွေးမှုပေါ်ပေါက်နိုင်သောကြောင့် ထည့်သွင်းရန်မသင့်ဟု ယူဆပါသည်။ ဌာနမှ စိစစ်သင့်ပါသည်၊

(စ) MOA (မူကြမ်း) Article IV Taxes နှင့် Duties ခေါင်းစဉ်အောက်ရှိကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ ဘဏ္ဍာရေးဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်ကို ရယူသင့်ပါသည်၊

(ဆ) MOA (မူကြမ်း) Article VII Dispute Settlement စည်းကမ်းချက်တွင် အငြင်းပွားမှုများကို စာချုပ်ဝင်နှစ်ဖက်သဘောတူသည့်နိုင်ငံတွင် UNCITRAL Rules ဖြင့် ဖြေရှင်းရန် ဖော်ပြထားပါသည်။ အငြင်းပွားမှုများကို UNCITRAL Rules ဖြင့် မြန်မာနိုင်ငံတွင် ဖြေရှင်းဆောင်ရွက်ရန် တစ်ဖက်စာချုပ်ဝင်များနှင့် ညှိနှိုင်းဖော်ပြသင့်ပါသည်၊

(ဇ) MOA (မူကြမ်း) Article 9.2 တွင် ဤ MOA (မူကြမ်း) သည် BOT စာချုပ်နှင့် Power Purchase Agreement စာချုပ်တို့ ချုပ်ဆိုပြီးသည့်အထိ တည်မြဲတည်ရှိနေမည်ဖြစ်ကြောင်း ဖော်ပြထားရာ MOA သက်တမ်းကာလအား တိကျစွာ ဖော်ပြသင့်ပါသည်၊

(ဈ) MOA (မူကြမ်း) Article 9.4 တွင် Project Developer သည် ၎င်း၏ ရင်းနှီးမြှုပ်နှံမှုသုံးသပ်ရေးကော်မတီမှ ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုမိန့်မရရှိပါက GEP ကုမ္ပဏီအား ဤ MOA မှ ရုပ်သိမ်းခွင့်ပြုကြောင်း၊ အဆိုပါ Project Developer သည် ဤ MOA အရ ပေါ်ပေါက်လာမည့် တာဝန်နှင့်အခွင့်အရေးများမှ ကင်းလွတ်ခွင့်ရမည်ဖြစ်ကြောင်း ဖော်ပြထားချက်များကို လက်ခံရန်သင့် မသင့်ဌာနမှ ပြန်လည်စိစစ်သင့်ပါသည်၊

(ည) MOA (မူကြမ်း) Article 9.5 တွင် MOA စာချုပ်ရုပ်စဲသွားသော်လည်း Article V တွင် ဖော်ပြထားသော "Confidentiality" စည်းကမ်းချက်များသည် နောက်ထပ်(၁)နှစ်အထိ ဆက်လက်အသက်ဝင်နေမည်ကို ဌာနအနေဖြင့် သတိပြုသင့်ပါသည်၊

(ဃ) MOA (မူကြမ်း) Article X Miscellaneous ခေါင်းစဉ်အောက်ရှိ စာချုပ်ဝင်များအကြား ဆက်သွယ်ရမည့်လိပ်စာများကို အပိုဒ်ခွဲ 10.1 စည်းကမ်းချက်အောက်တွင် တစ်ဆက်တည်းရေးသားဖော်ပြသင့်ပါသည်၊

(င) MOA (မူကြမ်း) Article 10.6 တွင် ယခု Project နှင့်စပ်လျဉ်း၍ သတင်းမီဒီယာများသို့ သတင်းထုတ်ပြန်ခြင်း၊ ကြေညာချက်ပြုလုပ်ခြင်းများအတွက် ကန့်သတ်ထားသည့် စည်းကမ်းချက်များကို ဖော်ပြခြင်းဖြစ်ရာ ယင်းစည်းကမ်းချက်များအား ဌာနအနေဖြင့် သတိပြုသင့်ပါသည်၊

(စ) MOA (မူကြမ်း) တွင် ကျွမ်းကျင်မှုကိစ္စရပ်များပါရှိ၍ လက်မှတ်ရေးထိုးခြင်း မပြုမီ ကျွမ်းကျင်သူများနှင့် ဦးစွာညှိနှိုင်းသင့်ပါသည်၊

(ဆ) လိုအပ်သောနေရာအချို့တွင် မင်နီဖြင့် ပြင်ဆင်၊ ဖြည့်စွက်ပေးလိုက်ပါသည်။

၃။ ယခု MOA (မူကြမ်း)သည် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် ချုပ်ဆိုမည့် သဘောတူစာချုပ်ဖြစ်၍ ပြည်ထောင်စုလွှတ်တော်ဆိုင်ရာဥပဒေကို ပြင်ဆင်သည့် ဥပဒေ ပုဒ်မ ၂၁ တွင် လွှတ်တော်၏ အတည်ပြုချက်ဖြင့် ဆောင်ရွက်ခွင့်ရှိသည့်စာချုပ်များနှင့် သဘောတူညီချက်များ၊ ဇယား ၁၊ အမှတ်စဉ် ၁၁ ၌ အပိုဒ် ၁၁ အဖြစ် လျှပ်စစ်ဓာတ်အား စီမံကိန်းကြီးများကိစ္စဖြည့်စွက်ထားသည်ကို သိရှိနိုင်ရန်အတွက် ဖော်ပြအပ်ပါသည်။

၄။ ဥပဒေအရ ပုဂ္ဂလိကနှင့် သမဝါယမတို့အား သတ်မှတ်ခွင့်ပြုသော လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းမှအပ အခြားလျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းသည် နိုင်ငံတော်ပိုင် စီးပွားရေးလုပ်ငန်းများဥပဒေပုဒ်မ ၃ အရ အစိုးရကသာ လုပ်ကိုင်ဆောင်ရွက်ခွင့်ရှိသည့် စီးပွားရေး လုပ်ငန်းဖြစ်ရာ ယင်းဥပဒေပုဒ်မ ၄ အရ အစိုးရအဖွဲ့၏ အမိန့်ကြော်ငြာစာဖြင့် ထုတ်ပြန်သော ခွင့်ပြုမိန့်ရယူရန် လိုအပ်ကြောင်း ဖော်ပြအပ်ပါသည်။

၅။ MOA (မူကြမ်း) ကို လက်မှတ်ရေးထိုးခြင်းမပြုမီ သက်ဆိုင်ရာ အထက် အဖွဲ့အစည်းများသို့ တင်ပြအတည်ပြုချက်ရယူရန် လိုအပ်မည်ဖြစ်ပါသည်။

၆။ MOA (မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်း အရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်းဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာ ရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက်ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြုပါသည်။

၇။ Green Earth Power (Thailand) Co., Ltd သည် သက်ဆိုင်ရာနိုင်ငံ၏ ဥပဒေအရတရားဝင်ဖွဲ့စည်းထားသည့်ကုမ္ပဏီဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင်နိုင်စွမ်းရှိ မရှိ၊ ငွေကြေးအင်အားပြည့်စုံမှုရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ခြင်းခံရသူဟုတ် မဟုတ် စသည်တို့ကို ကြိုတင်စိစစ်ရန်လိုအပ်မည်ဖြစ်ပါသည်။

၈။ MOA (မူကြမ်း) ကို လက်မှတ်ရေးထိုးချုပ်ဆိုပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ(၃)စောင်ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

၉။ ဤအကြံပြုချက်ကို လျှို့ဝှက်အဆင့်သတ်မှတ်ဆောင်ရွက်ရန်ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မေသီလင်း၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

မိတ္တူ - ရုံးလက်ခံ
- မျှောစာတွဲ

Acer/D/UTZW/ Green Earth Power Co., Ltd (9-9-2014)doc

လျှို့ဝှက်

၅၅/၁၃
၂၁-၃-၁၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

နေပြည်တော်

စာအမှတ်၊ ၂(၅)၉ -၁၆ / နပတ (၂၀၄)

ရက်စွဲ၊ ၂၀၁၃ ခုနှစ် ၊ မတ်လ ၁၉ရက်

အကြောင်းအရာ။ **နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်ရေး ဖြစ်မြောက်နိုင်စွမ်း လေ့လာမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် လက်မှတ်ရေးထိုးမည့် နားလည်မှုစာချွန်လွှာ (MOU) (မူကြမ်း) အပေါ်သဘောထားမှတ်ချက် တောင်းခံခြင်း**

ရည် ညွှန်း ချက် ။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ ဝန်ကြီးရုံး၏ ၇-၃-၂၀၁၃ ရက်စွဲပါ စာအမှတ်၊ ၂/ GEP (၈၀) (၁၈၄ /၂၀၁၃)

၁။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် ထိုင်းနိုင်ငံ Green Earth Power Co., Ltd. (GEP) တို့သည် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးမြို့တွင် နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံတည်ဆောက်ရေး ဖြစ်မြောက်နိုင်စွမ်းလေ့လာမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် လက်မှတ်ရေးထိုးမည့် Memorandum of Understanding (MOU) (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပေးနိုင်ပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စဖြစ်ပါသည်။

၂။ ရည်ညွှန်းချက်ပါစာဖြင့် ပေးပို့လာသော MOU (မူကြမ်း) အား လေ့လာစိစစ်ရာ မင်းဘူးမြို့တွင်တစ်နှစ်လျှင် ယူနစ်သန်းပေါင်း(၃၅၀)ခန့် ထွက်ရှိမည့် နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေးစက်ရုံစီမံကိန်း ဖြစ်မြောက်နိုင်စွမ်းလေ့လာမှုလုပ်ငန်းကို ဆောင်ရွက်မည်ဖြစ်ကြောင်း၊ စီမံကိန်းကို JV သို့မဟုတ် BOT စနစ်ဖြင့်ဆောင်ရွက်မည်ဖြစ်ပြီး မြေအသုံးချခွင့်ရရှိရေး

လျှို့ဝှက်

၈၀၉၉၂
၁၁-၃-၁၃

အပါအဝင်ဆောင်ရွက်ရမည့် လုပ်ငန်းအစီအစဉ်များကိုဖော်ပြထားကြောင်း ၊ MOU မှာ လက်မှတ်ရေးထိုးသည့်နေ့မှ စတင်အာဏာသက်ရောက်မည်ဖြစ်ကြောင်း တွေ့ရှိရပါသည်။

၃။ ရည်ညွှန်းချက်ပါစာဖြင့်ပေးပို့လာသော အင်္ဂလိပ်ဘာသာဖြင့် ပြုစုထားသည့် MOU (မူကြမ်း) ကို ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်၍ အောက်ပါအတိုင်းသုံးသပ်အကြံပြုအပ်ပါသည်-

(က) MOU (မူကြမ်း) တွင် WHEREAS ပထမအပိုဒ်တွင် ဆောင်ရွက်မည့်စီမံကိန်းသည် Solar Power Plant ဖြစ်ကြောင်းဖော်ပြထားပြီး အပိုဒ် (1) တွင် အဆိုပါစီမံကိန်းအား Wind Power Project ဟု လည်းကောင်း၊ Wind farm ဟု လည်းကောင်း ဖော်ပြသုံးနှုန်းထား၍ စီမံကိန်းလုပ်ငန်းများကွဲလွဲနေမှုကို ဌာနမှပြန်လည်စိစစ်ဖော်ပြရန်ဖြစ်ပါသည်၊

(ခ) MOU(မူကြမ်း) တွင် ကွက်လပ်များပါရှိရာ စာချုပ်ချုပ်ဆိုသည့်အခါ ပြည့်စုံစွာ ဖြည့်စွက်ပြီးဖြစ်ရန်လိုအပ်ပါသည်၊

(ဂ) MOU (မူကြမ်း) အပိုဒ်(2) နှင့်(4) တို့တွင် ဌာနမှ စီမံကိန်းဆောင်ရွက်ရန်အတွက်လိုအပ်သော သတင်းအချက်အလက်၊ မြေနေရာ၊ သယ်ယူပို့ဆောင်ရေးနှင့် ဆောက်လုပ်ရေးပစ္စည်းများကို ကူညီပေးရန်ကိစ္စ၊ အခွန်အကောက်ကိစ္စ၊ ဒေသဆိုင်ရာအာဏာပိုင်များ နှင့်ပူးပေါင်းဆောင်ရွက်ရန်နှင့် ၎င်း၏ ဝန်ထမ်းများအတွက်လုံခြုံရေး စီစဉ်ပေးရန်ကိစ္စများပါရှိရာ အဆိုပါကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာဝန်ကြီးဌာနများနှင့် ကြိုတင်ဆွေးနွေးပြီးသဘောတူညီချက်ရရှိရန် လိုအပ် မည်ဖြစ် ပါသည်၊

(ဃ) MOU(မူကြမ်း)အပိုဒ်(6) တွင် "If GEP fails to start implementation of the project exceeding 12 (twelve) months the ..... day of March, 2014 after signing of MOU" ဟူ၍ ဖော်ပြထားရာ

Implementation ဆိုသော စကားရပ်၌ Feasibility Study နှင့် Detailed Project Report ကိစ္စရပ်များပါဝင်ခြင်းရှိ မရှိ ရှင်းလင်းစွာဖော်ပြသင့်ပါသည်။ ထို့ပြင် GEP သည် MOUလက်မှတ်ရေးထိုးပြီးနောက်(၁၂)လကာလအထိစီမံကိန်းကိုစတင်အကောင်အထည်ဖော်နိုင်ခြင်းမရှိပါက ၄င်း၏စုဆောင်းရရှိသည့်အချက်အလက်များကို ဌာနသို့ ၂၀၁၄ ခုနှစ်၊ ဇွန်လ( )မတိုင်မီလွှဲအပ် ပေးရမည်ဟု ဖော်ပြထားသောကြောင့် ဌာနမှလက်ခံနိုင်ခြင်းရှိ မရှိ စဉ်းစား သင့်ပါသည်၊

(င) MOU (မူကြမ်း)တွင် MOU ၏ သက်တမ်းကို တိကျစွာသတ်မှတ်ဖော်ပြထားခြင်းမရှိ၍ တိကျစွာဖော်ပြရန်လိုအပ်ပါသည်။ ထို့အပြင် ယင်းသက်တမ်းကုန်ဆုံးပါက သက်တမ်းတိုးစာချုပ်ချုပ်ဆိုခြင်း မရှိပါက MOU သက်တမ်းကုန်ဆုံးကြောင်းစည်ကမ်းချက်ကို ထည့်သွင်းရန်လိုအပ်ပါသည်၊

(စ) MOU(မူကြမ်း)ကို မြန်မာ- အင်္ဂလိပ် နှစ်ဘာသာဖြင့် ချုပ်ဆိုမည်ဖြစ်ကြောင်းတွေ့ရှိရပါသည်။ ဌာနအနေဖြင့် ဘာသာပြန်ဆိုရန်လိုအပ်မှုရှိပါက အင်္ဂလိပ်ဘာသာဖြင့် ပြုစုစိစစ်ပြီးသော အပြီးသတ် MOU(မူကြမ်း) ကို မြန်မာဘာသာသို့ပြန်ဆို၍ အဆိုပါဘာသာပြန် MOU (မူကြမ်း) အား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ဥပဒေများစိစစ်ရေးဆွဲရေးဌာနသို့ ဘာသာပြန်စိစစ်ရန် ပေးပို့နိုင်ပါကြောင်း ဖော်ပြအပ်ပါသည်။

(ဆ) လိုအပ်သောနေရာအချို့တွင် မင်နီဖြင့် အနည်းငယ်ပြင်ဆင်ပေးလိုက်ပါသည်။

၄။ ဖော်ပြပါ MOU (မူကြမ်း) ကို လက်မှတ်ရေးထိုးခြင်းမပြုမီ သက်ဆိုင်ရာ အထက်အဖွဲ့အစည်းများသို့ တင်ပြအတည်ပြုချက်ရယူရန် လိုအပ်မည်ဖြစ်ပါသည်။

၅။ ဖော်ပြပါ MOU (မူကြမ်း) ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်းအရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်း ဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့် မှတ်ချက်ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်း ဆောင်ရွက်ရန် အကြံပြုပါသည်။

၆။ GREEN EARTH POWER COMPANY LIMITED (THAILAND) သည် သက်ဆိုင်ရာနိုင်ငံ၏ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသည့်ကုမ္ပဏီဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကိုလုပ်ကိုင်နိုင်ခွင့်နှင့်လုပ်ကိုင်နိုင်စွမ်းရှိ မရှိ၊ ငွေကြေးအင်အားပြည့်စုံမှုရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ခြင်းခံရသူ ဟုတ် မဟုတ် စသည်တို့ကို ကြိုတင်စိစစ်ရန် လိုအပ်မည်ဖြစ်ပါသည်။

၇။ ဤ MOU (မူကြမ်း) ကို လက်မှတ်ရေးထိုးချုပ်ဆိုပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ(၃)စောင်ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

(signature) ၁၉/၃/၂၀၁၃

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မေသီလင်း၊ ညွှန်ကြားရေးမှူး)

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန
ဝန်ကြီးရုံး

GREEN EARTH POWER (THAILAND) COMPANY LIMITED
63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel +662 168 8168 Fax +662 168 8169

13 July 2016

CHAIRMAN
MYANMAR INVESTMENT COMMISSION
Yangon, the Republic of the Union of Myanmar

Dear Chairman:

SUBJECT: MIC PERMIT APPLICATION FOR 220 MW SOLAR POWER PLANT PROJECT IN MINBU, MYANMAR

Green Earth Power (Thailand) Co., Ltd. ("GEP") would like to respectfully submit to you our MIC application for the development and operations of the 220 MW solar power plant project in Minbu District, Magway Region ("Project"). We are honored to have the opportunity to participate in Myanmar's first large scale renewable energy power plant and would like to reiterate our strong commitment to the successful completion and operations of our solar power plant project.

GEP has entered into a Memorandum of Agreement with the Myanmar Ministry of Electric Power on 16th October 2014 and we have spent significant time since then to negotiate and finalize Myanmar's first solar power plant Power Purchase Agreement. In order to ensure that our solar power plant is feasible and acceptable to the Myanmar national grid system, we have spent over 2 ½ years since our Memorandum of Understanding signing date of 2nd May 2013 to engage in continued dialogue with the Ministry of Electric Power and present various presentations and discussions to assist the relevant parties in understanding the interconnection of our solar power plant to the National Grid. We would like to further add that our Feasibility Study was submitted in July 2013 along with our Environmental and Social

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Impact Assessment Report submitted in December 2014. GEP would like to present to you that up to this point, all the relevant studies and project planning have been completed.

The Project is to be located in Sagu Township, Minbu District, Magway Region of Myanmar, which is 90 miles west of Naypyidaw. The project will have a total installed capacity of 220 MWdc which will produce 170 MWac, with an annual output of approximately 350 million kWh. Once complete, the Project will be able to power a total of 2 million households, which is significant given Myanmar's current energy needs. The project is to be built in four phases for a total construction time of 4 years. The phases will be built in 50 MW, 50 MW, 50 MW and 70 MW, respectively, with the construction time of each phase to be 12 months each. The Project is under a Built, Operate and Transfer (BOT) basis of which after the Operations Period, the project and the land lease rights are to be transferred to the Myanmar Electric Power Enterprise.

Renewable energy is clean energy in nature and is a sustainable source of energy unlike coal or natural gas. Solar power is not a limited natural resource and there are no negative environmental impacts. We, at GEP, have the belief that a large scale renewable energy project such as ours, can promote the widespread use of additional sources of renewable energy in Myanmar. Other than the benefits of sustainable energy, our project will provide the following benefits:

i) **Employment**: At the peak of our project construction, GEP and its contractors will require up to 400 laborers in form of both skilled and unskilled.

ii) **Knowledge Transfer**: Our solar power plant is technologically advanced and will be utilizing the latest equipment and technologies. The GEP personnel will be able to learn and adopt international practices and technologies during their employment.

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iii) **Energy Security**: Our project with an installed capacity of 220 MWdc will be a significant contribution to Myanmar's electricity power shortages and promote further industrial development. Our electricity will be distributed directly to the National Grid where our produced power can reach households throughout the Country.

Green Earth Power (Thailand) has extensive experience in developing power projects in Southeast Asia and Japan, with past solar power plant development of over 40 MW in Japan and a current development pipeline of over 250 MW, which include its principals' involvement in biomass power projects in Japan and thermal power plant in Indonesia. Green Earth Power (Thailand) is the joint venture partner with Asahi Shokuhin Co., Ltd., one of the largest conglomerates in Japan that is focused in the foods and beverages and energy sectors, under Green Earth Power Japan Co., Ltd.

We would therefore like to submit the MIC application for the development of a world-class Solar Power Plant in Sagu Township, Minbu District, Magway Region. GEP has already started the access road construction and site clearing works along with the construction of a 1.3 mile In/Out 230 kV transmission line to connect to the Myanmar Electric Power Enterprise 230 kV transmission line. GEP only commits to the most advanced of technologies for efficient generation, thereby increasing the output and efficiency of power.

We look forward to continuing a close cooperation with you and hope that you will consider GEP as a long term partner in solving your long term power needs.

We stand ready to implement a fast tracked electricity generation project for you and the People of Myanmar.

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63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
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Yours faithfully,

GREEN EARTH POWER (THAILAND) CO., LTD.

Green Earth Power (Thailand) Co., Ltd.

Supasit Pokinjaruras
Director

Thailand Office:
63 Athenee Tower, 30th Floor, Suit 3006,
Wireless Road, Lumpini, Pathumwan,
Bangkok 10330, Thailand

Direct: +662 168-8168

PLEASE KINDLY CONTACT OUR MYANMAR OFFICE FOR ALL ENQUIRIES

Myanmar Office:
Suite 213, 2nd Floor, Pearl Condo,
Kabar Aye Pagoda Road, Bahan Township
Yangon, Myanmar

Direct: +951 860-4660
Fax: +951 860-4670

Form(1)

The Proposal Form of Investor/Promoter for the investment to be made in the Republic of the Union of Myanmar

To

Chairman
Myanmar Investment Commission

Reference No.
Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Myanmar Foreign Investment Law by furnishing the following particulars:

1. The Investor's or Promoter's:-
   - (a) Name: Mr. Supasit Pokinjaruras
   - (b) Father's Name: Mr. Satawat Skontanarak
   - (c) ID No. / National Registration Card No./Passport No.: AA2417967
   - (d) Citizenship: Thai
   - (e) Address:
     - (i) Address in Myanmar: Suite 213, Pearl Condo, Kabar Aye Pagoda Road, Bahan Yangon, The Republic of the Union of Myanmar.
     - (ii) Residence abroad: 63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road, Lumpini, Pathumwan, Bangkok 10330, Thailand.
   - (f) Name of principle organization: Green Earth Power (Thailand) Company Limited
   - (g) Type of business: Industrial Business
   - (h) Principle company's address: 63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road, Lumpini, Pathumwan, Bangkok 10330, Thailand.

2. If the investment business is formed under Joint Venture, partners" :-
   - (a) Name
   - (b) Father's Name
   - (c) ID No. / National Registration Card No./Passport No.
   - (d) Citizenship
   - (e) Address:
     - (i) Address in Myanmar
     - (ii) Residence abroad

(f) Parent company ______________________

(g) Type of business ______________________

(h) Parent company's address ______________________

____

Remark: The following documents need to attach according to the above paragraph (1) and (2) :-

(1) Company registration certificate (copy): ***(Please refer to Section 20)***

(2) National Registration Card (copy) and passport (copy): ***(Please refer to Section 19)***

Evidences about the business and financial conditions of the participants of the proposed investment business; ***(Please refer to section 20)***

3. Type of proposed investment business:-

(a) Manufacturing ______________________

(b) Service business related with manufacturing ______________________

(c) Service ______________________

(d) Others Develop and operate 170 MW AC Solar Power Plant

Remark: Expressions about the nature of business with regard to the above paragraph(3)

4. Type of business organization to be formed :-

(a) One hundred percent 100% Foreign Owned

(b) Joint Venture:

(i) Foreigner and citizen ______________________

(ii) Foreigner and Government department/organization ______________________

(c) By contractual basis:

(i) Foreigner and citizen ______________________

(ii) Foreigner and Government department/organization ______________________

____

Remark: The following information needs to attach for the above Paragraph (4) :-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors; ***(Please refer to Section 17)***

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii) Contract (Agreement) (Draft) ***(Please refer to Section 24, 25 and 26)***

5. Particulars relating to company incorporation

(a)	Authorized capital	USD 500 million
(b)	Type of share	Ordinary share USD 1 each
(c)	Number of shares	500 million shares

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5. ***(Please refer to Section 18)***

6. Particulars relating to capital of the investment business

			USD (Million)
(a)	Amount/percentage of local capital to be contributed		0
(b)	Amount/percentage of foreign capital to be brought in	Share Capital	87.95
		Loan	209.05
		Total	**297.00**

(c) Annually or period of proposed capital to be brought in
(Please refer to Annex 1)

(d)	Last date of capital brought in	April 30, 2020
(e)	Proposed duration of investment	30 years
(f)	Commencement date of construction	Upon MIC approval with PPA in place
(g)	Construction period	48 months (4 phases x 12 months per phases)

Remark: Describe with annexure if it is required for the above Para 6 (c)

7. Detail list of foreign capital to be brought in-

		Foreign Currency USD (Million)	Equivalent Kyat (Million)
(a)	Foreign currency (Type and amount)	74.25	96,525
(b)	Machinery and equipment and value (to enclose detail list)*	222.75	289,575
(c)	List of initial raw materials and value (to enclose detail list)	-	-

Notes: * This will be imported and paid by the GEP (Myanmar) Ltd.
GEP (Myanmar) Ltd will use equity contribution and loan to finance for the M&E Capex

(d) Value of licence, intellectual property, industrial design, trade mark, patent rights,etc.	-	-
(e) Value of technical know-how	-	-
(f) Others	-	-
Total	297.00	386,100

Remark : The evidence of permission shall be submitted for the above para 7 (d) and (e).

Detail of foreign capital to be brought in is based on Bill of Quantities

*Note: 1US$ = 1,300 Kyats ***(Please refer to Annex 3 and Section 29)***

8. Details of local capital to be contributed-

	Kyat (Million)
(a) Amount	-
(b) Value of machinery and equipment (to enclose detail list)	-
(c) Rental rate for building/land	-
(d) Cost of building construction	-
(e) Value of furniture and assets (to enclose detail list)	-
(f) Value of initial raw material requirement (to enclose detail list)	-
(g) Others	-
Total	

9. Particulars about the investment business-

(a) Investment location(s)/place

Sagu Township, Minbu District, Magway Region, The Republic of the Union of Myanmar.

(b) Type and area requirement for land or land and building

(i) Location Sagu Township, Minbu District, Magway Region, The Republic of the Union of Myanmar.

(ii) Number of land/building and area 6 Buildings in 700 Acres

(iii) Owner of the land

(aa) Name/company/department AVA Capital Trading Company Limited

(bb) National Registration Card No. 2377/2012-2013

(cc) Address 123(A) Shwegonedine Road, Bahan Towership, Yangon, Myanmar

(iv) Type of land LR-105

(v) Period of land lease contract 30 years with extension option

(vi) Lease period 30 Years (from May 2017 to Apr 2047, according to PPA)

(vii) Lease rate

(aa) Land Lease Premium -Total USD 2,000,000 (according to land lease agreement)

(bb) Building

(viii) Ward Minbu District,

(ix) Township Sagu Township

(x) State/Region Magway Region

(xi) Leesee

(aa) Name/company/department GEP (Myanmar) Company Limited

(bb) Father's Name

(cc) Citizenship

(dd) ID No. / Passport No.

(ee) Residence Address Suite 213,2nd Floor,Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, The Republic of the Union of Myanmar

Remark: Following particulars have to enclosed for above Para 9(b)

(i) to enclose land map, land ownership and ownership evidances; ***(Please refer to Section 28 and 30)***

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State; ***(Please refer to Section 27)***

(c) Requirement of building to be constructed;

(i) Type / number of building Total 6 buildings (Control building, Switchgear building, Administration building, Warehouse/Maintenance building, Guardhouse (main gate) building, Employees housing quarters)

(ii) Area 700 Acres

(d) Product to be produced / Service

(1) Name of product Electricity Units

(2) Estimate amount to be produced annually Average 300 million kWh/year

(3) Type of service

(4) Estimate value of service annually

Remark: Detail list shall be enclosed with regard to the above para 9(d). ***(Please refer to Annex 2)***

(e) Annual requirement of materials / raw materials

Remark: According to the above para 9(e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system Solar Photovoltaic System

(g) Technology Polycrystalline PV module/ Central Grid-Connected Inverter

(h) System of sales Connect to National Grid at 230kV Transmission Line Network

(i) Annul fuel requirement N/A

(j) Annual electricity requirement Approximately 0.24% of its own generated load (or 730,000 kWh/year)

(k) Annual water requirement 43,800 Cubic Meters/year
(to prescribe daily requirement, If any)

10. Detail information about financial standing -

(a) Name Green Earth Power (Thailand) Company Limited

(b) ID No. / National Registration Card No./Passport No. 0 10 5528 015 200

(c) Bank Account No. 787-2-18010-3

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10. ***(Please refer to Section 21)***

11. Number of personnel required for the proposed economic activity:-

(a) Employment from local (117) No. (100%)

(b) Required Technicians and Executive from board (-) No. (0%)
(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remark: As per para 11 the following information shall be enclosed:-

(i) Number of personnel, occupation, salary, etc; ***(Please refer to Section 31)***

(ii) Social security and welfare arrangements for personnel; ***(Please refer to Section 31)***

(iii) family accompany with foreign employee;

12. Particulars relating to economic justification:-

		Foreign Currency	Equivalent Estimated Kyat
(a)	Annual income	*Please refer to Annex 5*	
(b)	Annual expenditure	*Please refer to Annex 5*	
(c)	Annual net profit	*Please refer to Annex 5*	
(d)	Yearly investments	*Please refer to Annex 1*	
(e)	Recoupment period	*Please refer to Annex 9*	
(f)	Other benefits (to enclose detail calculations)	*Please refer to Annex 10*	

13. Evaluation of environmental impact:- ***(Please refer to Section 14)***
    - (a) Organization for evaluation of environmental assessment;
    - (b) Duration of the evaluation for environmental assessment;
    - (c) Compensation programme for environmental damages;
    - (d) Water purification system and waste water treatment system;
    - (e) Waste management system;
    - (f) System for storage of chemicals;

14. Evaluation on social impact assessments; ***(Please refer to Section 14)***
    - (a) Organization for evaluation of social impact assessments;
    - (b) Duration of the evaluation for social imp[act assessment;
    - (c) Corporate social responsibility programme;

Green Earth Power (Thailand) Co., Ltd.

Signature ______________

Name Mr. Supasit Pokinjaruras

Designation Director of Green Earth Power (Thailand)

Annex-1

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myai

170 MW (AC) Solar Power Plant

Investment Plan **(Million USD)**

Project Cost

Equipment		**Total**	**In Kind**	**In Cash**
PV Module	310/315W Poly-Crystalline Panels	125.65	125.65	-
BoP	Inverter and Combiner Box	28.79	28.792	-
	Mounting Structures	24.26	24.26	-
	Transformer	2.95	2.95	-
	Reactor	1.90	1.90	-
	HHV Station	6.32	6.32	-
	Customer Station	4.62	4.62	-
	Cables	15.51	15.51	-
	CCTV System	2.44	2.44	-
	Monitoring system	2.88	2.88	-
	Other electrical systems	1.11	1.11	-
	Fencing	0.57	0.57	-
	Fire protection system	0.28	0.28	
	PV Module cleaning system and Station Foundation	0.15	0.15	-
	Other Civil and Mechanincal systems	4.86	4.86	-
	Building materials and systems	0.47	0.47	-
Design & Management	Engineering, Design and Construction Management	19.91	-	19.91
Civil Work	Civil Work/Installation	48.40	-	48.40
Building	Site Operations Building	1.10	-	1.10
Others	Testing and Commissioning	0.22	-	0.22
	Local Transportation	0.22	-	0.22
	Insurance (EPC)	4.40	-	4.40
Total		**297.00**	**222.75**	**74.25**

Investment Plan

	1st year Phase I	2nd year Phase II	3rd Year Phase III	4th year Phase IV	**Total**
Cash	17.33	17.03	16.63	23.28	**74.25**
Machinery & Equipment	53.86	51.62	48.88	68.41	**222.75**
Total	**71.18**	**68.64**	**65.50**	**91.68**	**297.00**

	1st year Phase I	2nd year Phase II	3rd Year Phase III	4th year Phase IV	**Total**
Equity Capital	24.91	20.59	19.65	22.92	**88.08**
Third Party Loan	46.27	48.05	45.85	68.76	**208.93**
Total	**71.18**	**68.64**	**65.50**	**91.68**	**297.00**

Annex-2

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myai

170 MW (AC) Solar Power Plant

Annual Estimated Revenue

Year		Annual Estimated Output kWh	Tariff per kWh (USD)	Annual Estimated Sale (USD)
0	2016	-	0.1275	-
1	2017	52,436,250	0.1275	6,685,622
2	2018	130,205,714	0.1275	16,601,228
3	2019	207,090,398	0.1275	26,404,026
4	2020	304,286,099	0.1275	38,796,478
5	2021	337,540,850	0.1275	43,036,458
6	2022	334,311,706	0.1275	42,624,743
7	2023	331,392,374	0.1275	42,252,528
8	2024	328,473,042	0.1275	41,880,313
9	2025	325,553,711	0.1275	41,508,098
10	2026	322,634,379	0.1275	41,135,883
11	2027	319,759,385	0.1275	40,769,322
12	2028	316,995,238	0.1275	40,416,893
13	2029	314,364,107	0.1275	40,081,424
14	2030	311,883,726	0.1275	39,765,175
15	2031	309,518,626	0.1275	39,463,625
16	2032	307,184,562	0.1275	39,166,032
17	2033	304,850,498	0.1275	38,868,439
18	2034	302,516,435	0.1275	38,570,845
19	2035	300,182,371	0.1275	38,273,252
20	2036	297,848,308	0.1275	37,975,659
21	2037	295,514,244	0.1275	37,678,066
22	2038	293,180,180	0.1275	37,380,473
23	2039	290,846,117	0.1275	37,082,880
24	2040	288,512,053	0.1275	36,785,287
25	2041	286,177,990	0.1275	36,487,694
26	2042	283,843,926	0.1275	36,190,101
27	2043	281,509,862	0.1275	35,892,507
28	2044	279,175,799	0.1275	35,594,914
29	2045	276,841,735	0.1275	35,297,321
30	2046	274,507,672	0.1275	34,999,728
31	2047	91,243,217	0.1275	11,633,510
		8,700,380,573		**1,109,298,523**

Annex-3

GREEN EARTH POWER (THAILAND) CO., LTD. Project Total (4 Phases) 214,529,264.40 USD

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item	Equipment	Quantity		Price /Unit	Price /Watt	Total Price	Import Schedule							
							Year 1		Year 2		Year 3		Year 4	
							Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
1	**PV Module**				**0.571**	**125,645,688.00**								
1.1	310W/315W/320W Poly-Crystaline Panel	722,600	Nr	173.88	-	125,645,688.00	161,000	27,994,680.00	166,500	28,951,020.00	166,500	28,951,020.00	228,600	39,748,968.00
							Total	*27,994,680.00*	*Total*	*28,951,020.00*	*Total*	*28,951,020.00*	*Total*	*39,748,968.00*
2	**Inverter**				**0.111**	**24,450,000.00**								
2.1	Inverter Station	97	Nr	250,000.00	-	24,250,000.00	21	5,250,000.00	22	5,500,000.00	22	5,500,000.00	32	8,000,000.00
2.2	Spares Part kit for Inverter Station	4	Kit	50,000.00	-	200,000.00	1	50,000.00	1	50,000.00	1	50,000.00	1	50,000.00
							Total	*5,300,000.00*	*Total*	*5,550,000.00*	*Total*	*5,550,000.00*	*Total*	*8,050,000.00*
3	**Combiner Box**				**0.020**	**4,342,000.00**								
3.1	Combiner Box	1,645	Nr	2,600.00	-	4,277,000.00	375	975,000.00	375	975,000.00	375	975,000.00	520	1,352,000.00
3.2	Spare Part for Combiner Boxes	25	Kit	2,600.00	-	65,000.00	5	13,000.00	5	13,000.00	5	13,000.00	10	26,000.00
							Total	*988,000.00*	*Total*	*988,000.00*	*Total*	*988,000.00*	*Total*	*1,378,000.00*
4	**Mounting Structures**				**0.110**	**24,264,137.20**								
4.1	Mounting Structures for Solar Module - Piles	161,040	Nr	27.32	-	4,399,612.80	36,600	999,912.00	36,600	999,912.00	36,600	999,912.00	51,240	1,399,876.80
4.2	Mounting Structures for Solar Module - Complete Frames + Accessories	17,860	Kit	1,010.00	-	18,038,600.00	4,060	4,100,600.00	4,060	4,100,600.00	4,060	4,100,600.00	5,680	5,736,800.00
4.3	Mounting Structures for Solar Module - LPS + installation kit + Accessories	17,860	Kit	98.54	-	1,759,924.40	4,060	400,072.40	4,060	400,072.40	4,060	400,072.40	5,680	559,707.20
4.4	Mounting Structures for Solar Module - Clamps + Accessories + Minor equipment	4	Kit	11,200.00	-	44,800.00	1	11,200.00	1	11,200.00	1	11,200.00	1	11,200.00
4.5	Mounting Structures for Solar Module - Spare parts kit	4	Kit	5,300.00	-	21,200.00	1	5,300.00	1	5,300.00	1	5,300.00	1	5,300.00
							Total	*5,517,084.40*	*Total*	*5,517,084.40*	*Total*	*5,517,084.40*	*Total*	*7,712,884.00*
5	**Transformer**				**0.013**	**2,950,000.00**								
5.1	Transformer 230/33kV + Accessories + installation kit	4	Nr	710,000.00	-	2,840,000.00	1	680,000.00	1	680,000.00	1	680,000.00	1	800,000.00
5.2	Transformer 33/11kV + NGR + Accessories + installation kit	2	Nr	35,000.00	-	70,000.00	2	70,000.00	-	-	-	-	-	-
5.3	Transformer 11/0,4kV + Accessories + installation kit	4	Nr	10,000.00	-	40,000.00	4	40,000.00	-	-	-	-	-	-

Annex-3

GREEN EARTH POWER (THAILAND) CO., LTD. Project Total (4 Phases) 214,529,264.40 USD

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item	Equipment	Quantity		Price /Unit	Price /Watt	Total Price	Import Schedule							
							Year 1		Year 2		Year 3		Year 4	
							Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
							Total	*790,000.00*	*Total*	*680,000.00*	*Total*	*680,000.00*	*Total*	*800,000.00*
6	**Reactor**				**0.009**	**1,898,535.60**								
6.1	Reactor 230kV + installation kit	2	Nr	949,267.80	-	1,898,535.60	1	800,000.00	1	1,098,535.60	-	-	-	-
							Total	*800,000.00*	*Total*	*1,098,535.60*	*Total*	*-*	*Total*	*-*
7	**HHV Station**				**0.029**	**6,322,200.00**								
7.1	230kV Circuit Breaker + installation kit	16	Nr	56,500.00	-	904,000.00	8	452,000.00	8	452,000.00	-	-	-	-
7.2	230kV Disconnecting switch + installation kit	35	Nr	11,000.00	-	385,000.00	20	220,000.00	15	165,000.00	-	-	-	-
7.3	230kV Surge arresters + installation kit	42	Nr	2,700.00	-	113,400.00	27	72,900.00	15	40,500.00	-	-	-	-
7.4	230kV CT and VT equipment + installation full kit	30	Kit	6,800.00	-	204,000.00	20	136,000.00	10	68,000.00	-	-	-	-
7.5	230kV Post insulators + installation full kit	31	Nr	100.00	-	3,100.00	25	2,500.00	6	600.00	-	-	-	-
7.6	230kV Insulators for switches + installation full kit	141	Nr	100.00	-	14,100.00	135	13,500.00	6	600.00	-	-	-	-
7.7	Wave Trap + installation full kit	4	Kit	2,000.00	-	8,000.00	4	8,000.00	-	-	-	-	-	-
7.8	Coupling filters + installation kit	4	Kit	1,000.00	-	4,000.00	4	4,000.00	-	-	-	-	-	-
7.9	Junction Box for OPGW + installation kit	2	Kit	1,000.00	-	2,000.00	2	2,000.00	-	-	-	-	-	-
7.10	Single strain string + installation full kit	12	Kit	1,000.00	-	12,000.00	6	6,000.00	6	6,000.00	-	-	-	-
7.11	Double strain string + installation full kit	182	Kit	2,000.00	-	364,000.00	132	264,000.00	50	100,000.00	-	-	-	-
7.12	230kV Connectors + installation full kit	1,160	Kit	100.00	-	116,000.00	1160	116,000.00	-		-	-	-	-
7.13	Kiosks + Accessories + Small parts + installation kit	5	Nr	1,000.00	-	5,000.00	5	5,000.00	-		-	-	-	-
7.14	Transformer rails + installation kit	600	m	10.00	-	6,000.00	600	6,000.00	-		-	-	-	-
7.15	Concrete path/trays + covers + installation kit	500	m	100.00	-	50,000.00	500	50,000.00	-		-	-	-	-
7.16	Oil pipes + installation kit	500	m	100.00	-	50,000.00	500	50,000.00	-		-	-	-	-

Annex-3

GREEN EARTH POWER (THAILAND) CO., LTD. Project Total (4 Phases) 214,529,264.40 USD
Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item	Equipment	Quantity		Price /Unit	Price /Watt	Total Price	Import Schedule							
							Year 1		Year 2		Year 3		Year 4	
							Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
7.17	Oil pit + Non return valves + installation kit	15	Kit	4,000.00	-	60,000.00	15	60,000.00	-		-	-	-	-
7.18	Oil separation basin + installation kit	1	Kit	1,000.00	-	1,000.00	1	1,000.00	-		-	-	-	-
7.19	PVC Pipes for sewage + installation kit	300	m	10.00	-	3,000.00	300	3,000.00	-		-	-	-	-
7.20	Sewage pit + installation kit	5	Kit	1,000.00	-	5,000.00	5	5,000.00	-		-	-	-	-
7.21	Gantry Tower 22m structure + Accessories + Minor Equipment + installation kit	45	Kit	4,000.00	-	180,000.00	30	120,000.00	15	60,000.00	-	-	-	-
7.22	Gantry Tower 11m structure + Accessories + Minor Equipment + installation kit	12	Kit	2,400.00	-	28,800.00	12	28,800.00	-		-	-	-	-
7.23	Gantry Beam structure + Accessories + Minor Equipment + installation kit	32	Kit	2,080.00	-	66,560.00	30	62,400.00	2	4,160.00	-	-	-	-
7.24	230kV Circuit Breaker support structure + Accessories + Minor euipment + installation kit	9	Kit	400.00	-	3,600.00	8	3,200.00	1	400.00	-	-	-	-
7.25	230kV Disconnecting switch support structure + Accessories + Minor euipment + installation kit	22	Kit	1,600.00	-	35,200.00	20	32,000.00	2	3,200.00	-	-	-	-
7.26	230kV Surge arresters support structure + Accessories + Minor euipment + installation kit	30	Kit	400.00	-	12,000.00	27	10,800.00	3	1,200.00	-	-	-	-
7.27	230kV CT and VT equipment support structure + Accessories + Minor euipment + installation full kit	23	Kit	400.00	-	9,200.00	20	8,000.00	3	1,200.00	-	-	-	-
7.28	33kV Busbars structure + Accessories + Minor euipment + installation full kit	4	Kit	960.00	-	3,840.00	4	3,840.00	-	-	-	-	-	-
7.29	CCTV Pole structure + Accessories + Minor euipment + installation full kit	12	Kit	800.00	-	9,600.00	12	9,600.00	-	-	-	-	-	-

Annex-3

GREEN EARTH POWER (THAILAND) CO., LTD. Project Total (4 Phases) 214,529,264.40 USD

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item	Equipment	Quantity		Price /Unit	Price /Watt	Total Price	Import Schedule							
							Year 1		Year 2		Year 3		Year 4	
							Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
7.30	Light Pole structure + Accessories + Minor euipment + installation full kit	7	Kit	800.00	-	5,600.00	7	5,600.00	-	-	-	-	-	-
7.31	Cable trays + installation full kit	1,200	m	10.00	-	12,000.00	1200	12,000.00	-	-	-	-	-	-
7.32	33kV Switchgear + installation kit	1	Nr	700,000.00	-	700,000.00	1	700,000.00	-	-	-	-	-	-
7.33	11kV Switchgear + installation kit	1	Nr	90,000.00	-	90,000.00	1	90,000.00	-	-	-	-		-
7.34	Scada + Panel controller +Relay Control Unit + RTU + Plant monitoring system + Client PC + installation kit	14	Kit	80,000.00	-	1,120,000.00	9	720,000.00	5	400,000.00	-	-	-	-
7.35	Telecommunication System + installation kit	1	Kit	500,000.00	-	500,000.00	1	500,000.00	-	-	-	-	-	-
7.36	LV Aux Panel + installation kit	15	Nr	3,000.00	-	45,000.00	15	45,000.00	-	-	-	-	-	-
7.37	Generator + installation kit	1	Nr	20,000.00	-	20,000.00	1	20,000.00	-	-	-	-	-	-
7.38	Batteries + Charging system + Inverters + Converter + Installation kit	2	Kit	50,000.00	-	100,000.00	2	100,000.00	-	-	-	-	-	-
7.39	Lights + Installation kit	110	Kit	100.00	-	11,000.00	110	11,000.00	-	-	-	-	-	-
7.40	HVAC system + Air conditioning system + Installation kit	14	Kit	1,000.00	-	14,000.00	14	14,000.00	-	-	-	-	-	-
7.41	Energy Meters + Panel + Installation kit	20	Kit	500.00	-	10,000.00	20	10,000.00	-	-		-	-	-
7.42	230kV Cables + Accessories + insallation kit + minor equipments	20	Km	10,000.00	-	200,000.00	10	100,000.00	10.0	100,000.00	-	-	-	-
7.43	Earth Over Head Conductors + Accessories + insallation kit + minor equipments	6	Km	5,000.00	-	30,000.00	5	25,000.00	1.0	5,000.00	-	-	-	-
7.44	Earthing Cables + Accessories + insallation kit + minor equipments	25	Km	4,000.00	-	100,000.00	15	60,000.00	10	40,000.00	-	-	-	-
7.45	Earthing Conductors joints + Accessories + insallation kit + minor equipments	1,200	Nr	2.00	-	2,400.00	1150	2,300.00	50	100.00	-	-	-	-
7.46	33kV Cables + Accessories + insallation kit + minor equipments	4,200	m	9.00	-	37,800.00	4200	37,800.00	-	-	-	-	-	-
7.47	11kV Cables + Accessories + insallation kit + minor equipments	1	Km	5,000.00	-	5,000.00	1	5,000.00	-	-	-	-	-	-

Annex-3

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Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item	Equipment	Quantity		Price /Unit	Price /Watt	Total Price	Import Schedule							
							Year 1		Year 2		Year 3		Year 4	
							Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
	7.48 LV Cables + Com. Cables + Fiber Optics + Accessories + insallation kit	24	Km	3,000.00	-	72,000.00	22	66,000.00	2.0	6,000.00	-	-	-	-
	7.49 33kV Cables terminations + Accessories + insallation kit + minor equipments	100	Kit	500.00	-	50,000.00	100	50,000.00	-	-	-	-	-	-
	7.50 11kV Cables terminations + Accessories + insallation kit + minor equipments	35	Kit	400.00	-	14,000.00	35	14,000.00	-	-	-	-	-	-
	7.51 Conduits + installation kit + minor equipments	10	Km	5,000.00	-	50,000.00	5	25,000.00	5	25,000.00	-	-	-	-
	7.52 Sockets + terminals + small parts + installation kit + minor equipments	10	Kit	1,000.00	-	10,000.00	10	10,000.00	-	-	-	-	-	-
	7.53 Self-supporting floating floor + supports and rails + small parts + installation kits	500	Sqm	50.00		25,000.00	500	25,000.00	-	-	-	-	-	-
	7.54 Spares parts kit for HHV Station	2	Kit	20,000.00	-	40,000.00	1	20,000.00	1	20,000.00	-	-	-	-
	7.55 Oil Purifier Kit and Installation Kit	2	Kit	125,000.00	-	250,000.00	2	250,000.00	-	-	-	-	-	-
	7.56 Oil Tester and installation Kit	2	Kit	75,000.00	-	150,000.00	2	150,000.00	-	-	-	-	-	-
							Total	*4,823,240.00*	*Total*	*1,498,960.00*	*Total*	*-*	*Total*	*-*

Annex-3

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Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item		Equipment	Quantity		Price /Unit	Price /Watt	Total Price	Import Schedule							
								Year 1		Year 2		Year 3		Year 4	
								Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
8		**Customer Station**				**0.021**	**4,622,000.00**								
	8.1	Customer Station	4	Nr	1,100,000.00	-	4,400,000.00	1	1,000,000.00	1	1,000,000.00	1	1,000,000.00	1	1,400,000.00
	8.2	Spares parts kit for customer station	4	Kit	55,500.00	-	222,000.00	1	55,000.00	1	55,000.00	1	55,000.00	1	57,000.00
								Total	*1,055,000.00*	*Total*	*1,055,000.00*	*Total*	*1,055,000.00*	*Total*	*1,457,000.00*
9		**Solar Cables**				**0.008**	**1,698,000.00**								
	9.1	Solar Cables + Accessories	2,830	Km	600.00	-	1,698,000.00	650	390,000.00	650	390,000.00	650	390,000.00	880	528,000.00
								Total	*390,000.00*	*Total*	*390,000.00*	*Total*	*390,000.00*	*Total*	*528,000.00*
10		**HV Cables - Single Core**				**0.020**	**4,321,000.00**								
	10.1	33kV Cables + Accessories + insallation kit + minor equipments	390	Km	9,000.00	-	3,510,000.00	80	720,000.00	85	765,000.00	85	765,000.00	140	1,260,000.00
	10.2	33kV Cables terminations + Accessories + insallation kit + minor equipments	1,574	Kit	500.00	-	787,000.00	350	175,000.00	362	181,000.00	362	181,000.00	500	250,000.00
	10.3	Spares parts kit for HV cables and terminations	4	Kit	6,000.00	-	24,000.00	1	6,000.00	1	6,000.00	1	6,000.00	1	6,000.00
								Total	*901,000.00*	*Total*	*952,000.00*	*Total*	*952,000.00*	*Total*	*1,516,000.00*
11		**Other Cable**				**0.043**	**9,486,640.00**								
	11.1	DC Cables + Accessories for connection and installation	1,580	Km	4,023.19	-	6,356,640.00	350	1,323,880.00	360	1,368,880.00	360	1,368,880.00	510	2,295,000.00
	11.2	LV Cables + Accessories for connection and installation	450	Km	4,000.00	-	1,800,000.00	100	400,000.00	100	400,000.00	100	400,000.00	150	600,000.00
	11.3	Earth Cables + Accessories for connection and installation	160	Km	5,000.00	-	800,000.00	30	150,000.00	35	175,000.00	35	175,000.00	60	300,000.00
	11.4	Communication cables + Accessories for connection and installation	25	Km	5,000.00	-	125,000.00	5	25,000.00	5	25,000.00	5	25,000.00	10	50,000.00
	11.5	Fiber optic cables + Accessories for connection and installation	135	Km	3,000.00	-	405,000.00	25	75,000.00	30	90,000.00	30	90,000.00	50	150,000.00
								Total	*1,973,880.00*	*Total*	*2,058,880.00*	*Total*	*2,058,880.00*	*Total*	*3,395,000.00*
12		**CCTV System**				**0.011**	**2,439,000.00**								
	12.1	Camera + Installation kit	560	Nr	2,500.00	-	1,400,000.00	150	375,000.00	130	325,000.00	130	325,000.00	150	375,000.00
	12.2	Camera boxes + Anti intrusion panel + Accessories + Installation kit	190	Nr	2,500.00	-	475,000.00	50	125,000.00	45	112,500.00	45	112,500.00	50	125,000.00
	12.3	Camera poles + Installation kit	540	Nr	1,000.00	-	540,000.00	130	130,000.00	130	130,000.00	130	130,000.00	150	150,000.00
	12.4	Rack server + Installation kit	8	Nr	3,000.00	-	24,000.00	2	6,000.00	2	6,000.00	2	6,000.00	2	6,000.00

Annex-3

GREEN EARTH POWER (THAILAND) CO., LTD. Project Total (4 Phases) 214,529,264.40 USD

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item	Equipment	Quantity		Price /Unit	Price /Watt	Total Price	Import Schedule							
							Year 1		Year 2		Year 3		Year 4	
							Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
							Total	*636,000.00*	*Total*	*573,500.00*	*Total*	*573,500.00*	*Total*	*656,000.00*
13	**Monitoring system**				**0.013**	**2,876,000.00**								
13.1	Power Plant Controller controller + Power Grid Analizer + installation kit	4	Nr	110,000.00	-	440,000.00	1	110,000.00	1	110,000.00	1	110,000.00	1	110,000.00
13.2	Meteo station + installation kit	48	Nr	42,000.00	-	2,016,000.00	11	462,000.00	11	462,000.00	11	462,000.00	15	630,000.00
13.3	Data acquisition system + installation kit	4	Nr	105,000.00	-	420,000.00	1	105,000.00	1	105,000.00	1	105,000.00	1	105,000.00
							Total	*677,000.00*	*Total*	*677,000.00*	*Total*	*677,000.00*	*Total*	*845,000.00*
14	**Other electrical systems**				**0.005**	**1,114,053.60**								
14.1	Aux electrical Panel + Accessories + installation kit	21	Nr	4,000.00	-	84,000.00	4	16,000.00	5	20,000.00	5	20,000.00	7	28,000.00
14.2	Electrical generator + Automatic transfer switch panel + Accessories + installation kit	4	Nr	25,000.00	-	100,000.00	1	25,000.00	1	25,000.00	1	25,000.00	1	25,000.00
14.3	Lights + Accessories + installation kit	660	Nr	150.00	-	99,000.00	110	16,500.00	120	18,000.00	120	18,000.00	310	46,500.00
14.4	Lps for Inverter stations and Customer stations + Accessories + installation kit	600	Kit	200.00	-	120,000.00	132	26,400.00	138	27,600.00	138	27,600.00	192	38,400.00
14.5	Solar Cable connectors + Accessories + installation kit	340,000	Nr	1.79	-	608,600.00	80,000	143,200.00	80,000	143,200.00	80,000	143,200.00	100,000	179,000.00
14.6	Cables connectors/terminations + Accessories + installation kit	4	Kit	10,000.00	-	40,000.00	1	10,000.00	1	10,000.00	1	10,000.00	1	10,000.00
14.7	Special tools for cables terminations/connectors + Accessories + installation kit	4	Kit	3,000.00	-	12,000.00	1	3,000.00	1	3,000.00	1	3,000.00	1	3,000.00
14.8	Special tools for installation/testing/maintenance + Accessories + installation kit	4	Kit	12,613.40	-	50,453.60	1	10,500.00	1	10,500.00	1	15,495.60	1	13,958.00
							Total	*250,600.00*	*Total*	*257,300.00*	*Total*	*262,295.60*	*Total*	*343,858.00*
15	**Fencing**				**0.003**	**566,600.00**								
15.1	Temporary fencing	16,300	m	10.00	-	163,000.00	5250	52,500.00	3,850.00	38,500.00	5,000.00	50,000.00	2,200.00	22,000.00
15.2	Fence	14,400	m	15.00	-	216,000.00	6000	90,000.00	3,000.00	45,000.00	3,000.00	45,000.00	2,400.00	36,000.00
15.3	Galvanized steel posts	5,300	Nr	32.00	-	169,600.00	2200	70,400.00	1,100.00	35,200.00	1,100.00	35,200.00	900.00	28,800.00
15.4	Gates	18	Nr	1,000.00	-	18,000.00	12	12,000.00	2.00	2,000.00	2	2,000.00	2	2,000.00
							Total	*224,900.00*	*Total*	*120,700.00*	*Total*	*132,200.00*	*Total*	*88,800.00*
16	**Fire protection system**				**0.001**	**280,000.00**								
16.1	PV Plant: Tanks + Pipes + Pumps + Valves + Sensors + Sprinklers + Minor equipment + Accessories + Installation kit	4	Kit	50,000.00	-	200,000.00	1	50,000.00	1	50,000.00	1	50,000.00	1	50,000.00

Annex-3

GREEN EARTH POWER (THAILAND) CO., LTD. Project Total (4 Phases) 214,529,264.40 USD

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported (Unit Price : USD)

Item	Equipment	Quantity		Price /Unit	Price /Watt	Total Price	Import Schedule							
							Year 1		Year 2		Year 3		Year 4	
							Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
16.2	HHV Substation: Tanks + Pipes + Pumps + Valves + Sensors + Sprinklers + Minor equipment + Accessories + Installation kit	1	Kit	40,000.00	-	40,000.00	1	40,000.00	-		-		-	
16.3	Building: Tanks + Pipes + Pumps + Valves + Sensors + Sprinklers + Minor equipment + Accessories + Installation kit	1	Kit	40,000.00	-	40,000.00	1	40,000.00	-		-		-	
							Total	*130,000.00*	*Total*	*50,000.00*	*Total*	*50,000.00*	*Total*	*50,000.00*
17	**PV Module cleaning system**				**0.000**	**80,000.00**								
17.1	PV Plant: Tanks + Pipes + Pumps + Valves + Minor equipment + Accessories + Installation kit	4	Kit	20,000.00	-	80,000.00	1	20,000.00	1	20,000.00	1	20,000.00	1	20,000.00
							Total	*20,000.00*	*Total*	*20,000.00*	*Total*	*20,000.00*	*Total*	*20,000.00*
18	**Stations Foundations**				**0.000**	**66,630.00**								
18.1	Inverter stations screws/piles foundations + Accessories + Installation kit	645	Kit	94.00	-	60,630.00	140	13,160.00	145	13,630.00	145	13,630.00	215	20,210.00
18.2	Customer station screws/piles foundations + Accessories + Installation kit	60	Kit	100.00	-	6,000.00	15	1,500.00	15	1,500.00	15	1,500.00	15	1,500.00
							Total	*14,660.00*	*Total*	*15,130.00*	*Total*	*15,130.00*	*Total*	*21,710.00*
19	**Other Civil and Mechanincal systems**				**0.022**	**4,855,450.00**								
19.1	Drainage pipes + Accessories + Installation kit	5	Kit	120,000.00	-	600,000.00	1	120,000.00	1	120,000.00	1	120,000.00	2	240,000.00
19.2	Conduits + Accessories + installation kit	570	Km	5,300.00	-	3,021,000.00	100	530,000.00	150	795,000.00	120	636,000.00	200	1,060,000.00
19.3	Geotexile rolls + Accessories + installation kit	5	Kit	- 110,000.00	-	550,000.00	1	110,000.00	1	110,000.00	1	110,000.00	2	220,000.00
19.4	Geogrid rolls + Accessories + installation kit	5	Kit	110,000.00	-	550,000.00	1	110,000.00	1	110,000.00	1	110,000.00	2	220,000.00
19.5	Special tools for mountig/testing/maintenance + Accessories + installation kit	5	Kit	26,890.00	-	134,450.00	1	26,890.00	1	26,890.00	1	26,890.00	2	53,780.00

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Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item	Equipment	Quantity	Price /Unit	Price /Watt	Total Price	Import Schedule							
						Year 1		Year 2		Year 3		Year 4	
						Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
						Total	*896,890.00*	*Total*	*1,161,890.00*	*Total*	*1,002,890.00*	*Total*	*1,793,780.00*
20	**Building materials and systems**			**0.002**	**472,065.60**								
20.1	Transformer 11/0,4kV + Accessories + installation kit	2 Nr	6,118.01	-	12,236.02	2	12,236.02	-	-	-	-	-	-
20.2	11kV Switchgear + installation kit	2 Nr	55,062.08	-	110,124.17	2	110,124.17	-	-	-	-		-
20.3	11kV Cables + Accessories + insallation kit + minor equipments	5 Km	3,059.00	-	15,295.02	5	15,295.02	-	-	-	-	-	-
20.4	11kV Cables terminations + Accessories + insallation kit + minor equipments	24 Kit	244.72	-	5,873.29	24	5,873.29	-	-	-	-	-	-
20.5	LV distribution switchgear + Accessories + installation kit	4 Nr	1,835.40	-	7,341.61	4	7,341.61	-	-	-	-	-	-
20.6	LV distribution panels + Accessories + installation kit	15 Nr	1,835.40	-	27,531.04	15	27,531.04	-	-	-	-	-	-
20.7	Conduits + Accessories + installation kit	20 Km	3,059.00	-	61,180.09	20	61,180.09	-	-	-	-	-	-
20.8	UPS + Batteries + Accessories + installation kit	2 Kit	1,835.40	-	3,670.81	2	3,670.81	-	-	-	-	-	-
20.9	Electrical power pump for water system + Accessories + installation kit	6 Kit	305.90	-	1,835.40	6	1,835.40	-	-	-	-	-	-
20.10	Fiber optic cables + Accessories for connection and installation	20 Km	1,223.60	-	24,472.04	20	24,472.04	-	-	-	-	-	-
20.11	Air conditioning system + Accessories for connection and installation	13 Kit	611.80	-	7,953.41	13	7,953.41	-	-	-	-	-	-
20.12	Internal lights system + Accessories for connection and installation	16 Kit	2,447.20	-	39,155.26	16	39,155.26	-	-	-	-	-	-
20.13	External lights system + Accessories for connection and installation	1 Kit	24,472.04	-	24,472.04	1	24,472.04	-	-	-	-	-	-
20.14	Telecommunication system + Accessories for connection and installation	1 Kit	12,236.02	-	12,236.02	1	12,236.02	-	-	-	-	-	-
20.15	Sockets system + Accessories + Installation kits	1 Kit	6,118.01	-	6,118.01	1	6,118.01	-	-	-	-	-	-
20.16	Sewer System: Tanks + Accessories + Installation kit	2 Kit	6,118.01	-	12,236.02	2	12,236.02	-	-	-	-	-	-
20.17	Sewer System: Control pits + Accessories + Installation kit	15 Kit	2,447.20	-	36,708.06	15	36,708.06	-	-	-	-	-	-

Annex-3

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Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

List of Material to be imported **(Unit Price : USD)**

Item	Equipment	Quantity	Price /Unit	Price /Watt	Total Price	Import Schedule							
						Year 1		Year 2		Year 3		Year 4	
						Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
20.18	Drinking water system + Accessories + Installation kit	1 Kit	36,708.06	-	36,708.06	1	36,708.06	-	-	-	-	-	-
20.19	Drinking water system: Pipes + Accessories + Installation kit	1500 m	2.45	-	3,670.81	1500	3,670.81	-	-	-	-	-	-
20.20	Pipes for water systems + Accessories + Installation kit	1000 m	6.12	-	6,118.01	1000	6,118.01	-	-	-	-	-	-
20.21	Water pipes collector + Accessories + Installation kit	14 Kit	1,223.60	-	17,130.43	14	17,130.43	-	-	-	-	-	-
						Total	*472,065.60*	*Total*	-	*Total*	-	*Total*	-
21	**Construction Equipments (Temporary Impo**			-	-								
21.1	Excavators	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.2	Compactors	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.3	Dumpers	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.4	Bull dozers	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.5	Water pumps	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.6	Light veichles	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.7	Telehandlers	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.8	Skid steer loader	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.9	Cranes	40 Nr	-	-	-	10	-	10	-	10	-	10	-
21.10	Piling machines	40 Nr	-	-	-	10	-	10	-	10	-	10	-
							-		-		-		-
	TOTAL				**222,750,000.00**		**53,855,000.00**		**51,615,000.00**		**48,875,000.00**		**68,405,000.00**

Annex-4

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Staff List

During Construction

EPC: Contractor

No.	Position	Quantity		Est. Pay Scale	Monthly Salary	Annual Salary
		Expat	Local	(USD)	(USD)	(USD)
Site Construction						
1	Project Manager	1		EPC is responsible for the salaries of its staffs during Site Construction		
2	Engineering Manager	1				
3	Construction Manager	1				
4	Safety Manager	1				
5	Quality Assurance / Quality Control Manager	1				
6	Document Manager	1				
7	Civil Manager	1				
8	Electrical Manager	1				
9	Store Keeping Manager	1				
10	Commissioning Manager	1				
11	Civil Engineer	2				
12	Electrical Engineer	1				
13	Safety Supervisor	4				
14	Quality Assurance / Quality Control Supervisor	4				
15	Document Supervisor	2				
16	Civil Supervisor	4				
17	Electrical Supervisor	3				
18	Store Keeping Supervisor	4				
19	Administrator	1				
20	Civil Department Worker		400			
21	Electrical Department Worker		200			
	Total	**35**	**600**			

GEP: Developer

No.	Position	Quantity		Est. Pay Scale	Monthly Salary	Annual Salary
		Expat	Local	(USD)	(USD)	(USD)
Site Construction						
1	Project Manager	1		5,000	5,000	60,000
2	Site Manager	1		3,000	3,000	36,000
3	Civil Engineer	1		2,400	2,400	28,800
4	Civil Supervisor	2		2,100	4,200	50,400
5	Electrical Engineer	1		2,400	2,400	28,800
6	Electrical Supervisor	1		2,100	2,100	25,200
7	Administrator	1		1,000	1,000	12,000
8	Coordinator / Operation Manager	1		1,500	1,500	18,000
	Total	**9**	**-**		**21,600**	**259,200**

Total Staff During Construction	**44**	**600**

Annex-4

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Staff List

During Operation

No.	Position	Quantity		Est. Pay Scale	Monthly Salary	Annual Salary
		Expat	Local	(USD)	(USD)	(USD)
Engineering						
1	Plant Manager		1	2,000	2,000	24,000
2	Deputy Plant Manager / Operation In-Charge		1	1,500	1,500	18,000
O&M						
3	Assistant to Operation In-Charge		1	800	800	9,600
4	Maintenance In-Charge		1	800	800	9,600
5	Senior Engineer		6	600	3,600	43,200
6	Junior Engineer		10	400	4,000	48,000
7	Technician		12	300	3,600	43,200
8	Driver		4	200	800	9,600
9	General Worker PV Cleaing		40	200	8,000	96,000
Finance						
10	Account Manager		1	500	500	6,000
11	Accountant		1	500	500	6,000
12	Junior Accountant		1	400	400	4,800
Admin						
13	Administrative Manager		1	500	500	6,000
14	Senior Clerk		1	300	300	3,600
15	Receptionist		2	250	500	6,000
16	Gardener		2	180	360	4,320
17	House Keeping		3	180	540	6,480
Procedure						
18	Store In-Charge		1	400	400	4,800
19	Store Keeper		2	300	600	7,200
Security						
20	Security Officer		1	400	400	4,800
21	Assistant to Security Officer		1	300	300	3,600
22	Security Staff		24	180	4,320	51,840
Total Staff During Operation		**-**	**117**		**34,720**	**416,640**

Annex-5

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Financial Statement (Thousand USD)

Year	*0*	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*
Revenue	0	6,686	16,601	26,404	38,796	43,036	42,625	42,253	41,880	41,508	41,136
Commercial Tax 5% (output)	0	(334)	(830)	(1,320)	(1,940)	(2,152)	(2,131)	(2,113)	(2,094)	(2,075)	(2,057)
O & M Expense	(1,251)	(1,780)	(2,542)	(3,392)	(4,194)	(4,755)	(4,984)	(5,207)	(5,439)	(5,703)	(5,959)
Commercial Tax 5% (input)	63	89	127	170	210	238	249	260	272	285	298
Insurance	0	(1,199)	(1,852)	(2,703)	(2,913)	(2,814)	(2,679)	(2,523)	(2,358)	(2,184)	(1,998)
Land rental fees	(419)	(419)	(419)	(419)	0	0	0	0	0	0	0
EBITDA	**(1,607)**	**3,043**	**11,086**	**18,740**	**29,960**	**33,554**	**33,079**	**32,671**	**32,261**	**31,831**	**31,420**
Depreciation	0	(2,349)	(5,743)	(8,941)	(12,785)	(14,005)	(13,641)	(13,178)	(12,875)	(12,609)	(12,511)
EBIT	**(1,607)**	**694**	**5,343**	**9,799**	**17,175**	**19,549**	**19,438**	**19,493**	**19,386**	**19,222**	**18,910**
Interest + BG Fee	0	(2,766)	(5,558)	(8,064)	(11,748)	(11,085)	(10,263)	(9,355)	(8,397)	(7,381)	(6,293)
EBT	**(1,607)**	**(2,072)**	**(216)**	**1,735**	**5,427**	**8,464**	**9,175**	**10,138**	**10,990**	**11,841**	**12,617**
Corporate Tax	0	0	53.9	(434)	0	0	0	0	0	(2,960)	(3,154)
Commercial tax payable	(63)	245	703	1,151	1,730	1,914	1,882	1,852	1,822	1,790	1,759
NPAT before CSR	**(1,607)**	**(2,072)**	**(162)**	**1,301**	**5,427**	**8,464**	**9,175**	**10,138**	**10,990**	**8,881**	**9,463**
CSR 2%	0	0	0.0	(26)	(109)	(169)	(183)	(203)	(220)	(178)	(189)
NPAT after CSR	**(1,607)**	**(2,072)**	**(162)**	**1,275**	**5,319**	**8,295**	**8,991**	**9,935**	**10,770**	**8,703**	**9,273**
Dividend	**0**	**0**	**0**	**0**	**0**	**4,031**	**4,374**	**4,840**	**5,252**	**4,247**	**4,527**

Note: 1. All assumption based on Construction period of 4 Years (Year 0 to Year 3).

Note: 2 Dividend ratio is 50%

Annex-5

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Financial Statement **(Thousand USD)**

Year	*11*	*12*	*13*	*14*	*15*	*16*	*17*	*18*	*19*	*20*	*21*
Revenue	40,769	40,417	40,081	39,765	39,464	39,166	38,868	38,571	38,273	37,976	37,678
Commercial Tax 5% (output)	(2,038)	(2,021)	(2,004)	(1,988)	(1,973)	(1,958)	(1,943)	(1,929)	(1,914)	(1,899)	(1,884)
O & M Expense	(6,227)	(6,529)	(6,823)	(7,132)	(7,479)	(7,818)	(8,173)	(8,572)	(8,962)	(9,371)	(9,829)
Commercial Tax 5% (input)	311	326	341	357	374	391	409	429	448	469	491
Insurance	(1,799)	(1,587)	(1,364)	(1,143)	(973)	(853)	(793)	(793)	(793)	(793)	(793)
Land rental fees	0	0	0	0	0	0	0	0	0	0	0
EBITDA	**31,017**	**30,606**	**30,231**	**29,858**	**29,413**	**28,927**	**28,368**	**27,707**	**27,053**	**26,382**	**25,664**
Depreciation	(12,511)	(12,511)	(12,511)	(12,511)	(12,511)	(11,774)	(10,741)	(9,860)	(8,823)	(8,441)	(8,051)
EBIT	**18,506**	**18,096**	**17,720**	**17,347**	**16,902**	**17,153**	**17,627**	**17,846**	**18,231**	**17,941**	**17,614**
Interest	(5,132)	(3,902)	(2,642)	(1,527)	(697)	(177)	0	0	0	0	0
EBT	**13,374**	**14,194**	**15,078**	**15,821**	**16,205**	**16,976**	**17,627**	**17,846**	**18,231**	**17,941**	**17,614**
Corporate Tax	(3,344)	(3,548)	(3,770)	(3,955)	(4,051)	(4,244)	(4,407)	(4,462)	(4,558)	(4,485)	(4,403)
Commercial tax payable	1,727	1,694	1,663	1,632	1,599	1,567	1,535	1,500	1,466	1,430	1,392
NPAT before CSR	**10,031**	**10,645**	**11,309**	**11,865**	**12,154**	**12,732**	**13,220**	**13,385**	**13,673**	**13,456**	**13,210**
CSR 2%	(201)	(213)	(226)	(237)	(243)	(255)	(264)	(268)	(273)	(269)	(264)
NPAT after CSR	**9,830**	**10,432**	**11,083**	**11,628**	**11,911**	**12,478**	**12,956**	**13,117**	**13,399**	**13,187**	**12,946**
Dividend	**4,801**	**5,096**	**5,416**	**5,683**	**5,818**	**6,095**	**6,328**	**6,401**	**6,535**	**6,421**	**6,292**

Note: 1. All assumption based on Construction period of 4 Years (Year 0 to Year 3).
Note: 2 Dividend ratio is 50%

Annex-5

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Financial Statement **(Thousand USD)**

Year	*22*	*23*	*24*	*25*	*26*	*27*	*28*	*29*	*30*	*31*	*Total*
Revenue	37,380	37,083	36,785	36,488	36,190	35,893	35,595	35,297	35,000	11,634	1,109,299
Commercial Tax 5% (output)	(1,869)	(1,854)	(1,839)	(1,824)	(1,810)	(1,795)	(1,780)	(1,765)	(1,750)	(582)	(55,465)
O & M Expense	(10,279)	(10,750)	(11,276)	(11,794)	(12,338)	(12,942)	(13,539)	(14,166)	(14,860)	(7,145)	(251,208)
Commercial Tax 5% (input)	514	538	564	590	617	647	677	708	743	357	12,560
Insurance	(793)	(793)	(793)	(793)	(793)	(793)	(793)	(793)	(793)	(793)	(42,829)
Land rental fees	0	0	0	0	0	0	0	0	0	0	(1,675)
EBITDA	**24,954**	**24,223**	**23,442**	**22,666**	**21,867**	**21,011**	**20,161**	**19,283**	**18,340**	**3,471**	**770,683**
Depreciation	(7,476)	(6,919)	(6,222)	(5,966)	(5,966)	(5,966)	(5,966)	(5,966)	(5,966)	(1,989)	(287,278)
EBIT	**17,479**	**17,304**	**17,219**	**16,701**	**15,902**	**15,045**	**14,195**	**13,317**	**12,375**	**1,483**	**483,405**
Interest	0	0	0	0	0	0	0	0	0	0	(94,986)
EBT	**17,479**	**17,304**	**17,219**	**16,701**	**15,902**	**15,045**	**14,195**	**13,317**	**12,375**	**1,483**	**388,419**
Corporate Tax	(4,370)	(4,326)	(4,305)	(4,175)	(3,975)	(3,761)	(3,549)	(3,329)	(3,094)	(371)	(86,976)
Commercial tax payable	1,355	1,317	1,275	1,235	1,193	1,148	1,103	1,057	1,007	224	42,905
NPAT before CSR	**13,109**	**12,978**	**12,914**	**12,526**	**11,926**	**11,284**	**10,646**	**9,988**	**9,281**	**1,112**	**301,443**
CSR 2%	(262)	(260)	(258)	(251)	(239)	(226)	(213)	(200)	(186)	(22)	(6,106)
NPAT after CSR	**12,847**	**12,719**	**12,656**	**12,275**	**11,688**	**11,058**	**10,433**	**9,788**	**9,095**	**1,090**	**295,337**
Dividend	**6,235**	**6,162**	**6,121**	**5,921**	**5,617**	**5,291**	**4,968**	**4,634**	**4,275**	**414**	**141,793**

Note: 1. All assumption based on Construction period of 4 Years (Year 0 to Year 3).
Note: 2 Dividend ratio is 50%

Annex-6

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Cash Flow Analysis (Thousand USD)

Year	0	1	2	3	4	5	6	7	8	9	10
FROM OPERATING ACTIVITIES:											
Net income	(1,607)	(2,072)	(162)	1,301	5,427	8,464	9,175	10,138	10,990	8,881	9,463
Lease Rental Amortisation	419	419	419	419	0	0	0	0	0	0	0
Depreciation	0	2,349	5,743	8,941	12,785	14,005	13,641	13,178	12,875	12,609	12,511
Interest Income	0	0	0	0	0	0	0	0	0	0	0
Interest Expenses	0	2,766	5,558	8,064	11,748	11,085	10,263	9,355	8,397	7,381	6,293
Changes in working capital	0	(824)	(1,222)	(1,209)	(1,528)	(523)	51	46	46	46	46
Net Cash (used in) provided by Operating Activities	**(1,188)**	**2,638**	**10,336**	**17,516**	**28,432**	**33,031**	**33,130**	**32,717**	**32,307**	**28,917**	**28,312**
FROM INVESTING ACTIVITIES:											
CAPEX	(71,180)	(68,640)	(65,500)	(91,680)	0	0	0	0	0	0	0
Net Cash used in Investing Activities	**(71,180)**	**(68,640)**	**(65,500)**	**(91,680)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
FROM FINANCING ACTIVITIES											
Equity issuance	24,910	20,590	19,650	22,920	0	0	0	0	0	0	0
Loan principle	46,270	48,050	45,850	68,760	0	0	0	0	0	0	0
Loan repaid	0	(500)	(2,539)	(5,630)	(9,170)	(12,690)	(14,700)	(15,580)	(16,354)	(17,495)	(18,781)
Interest income	0	0	0	0	0	0	0	0	0	0	0
Interest paid	0	(2,490)	(4,869)	(6,992)	(10,192)	(9,422)	(8,724)	(7,951)	(7,137)	(6,274)	(5,349)
Withholding tax on interest payment	0	(276)	(690)	(1,072)	(1,556)	(1,663)	(1,539)	(1,403)	(1,259)	(1,107)	(944)
Dividends paid (50% ratio)	0	0	0	0	0	(4,031)	(4,374)	(4,840)	(5,252)	(4,247)	(4,527)
Net Cash (used in) provided by Financing Activities	**71,180**	**65,374**	**57,403**	**77,986**	**(20,918)**	**(27,806)**	**(29,337)**	**(29,775)**	**(30,003)**	**(29,123)**	**(29,601)**
NET INCREASE (DECREASE) IN CASH	**(1,188)**	**(629)**	**2,239**	**3,822**	**7,514**	**5,225**	**3,793**	**2,941**	**2,304**	**(207)**	**(1,289)**
CASH AT BEGINNING OF THE YEAR	**0**	**(1,188)**	**(1,817)**	**422**	**4,244**	**11,759**	**16,984**	**20,777**	**23,718**	**26,023**	**25,816**
CASH AT END OF THE YEAR	**(1,188)**	**(1,817)**	**422**	**4,244**	**11,759**	**16,984**	**20,777**	**23,718**	**26,023**	**25,816**	**24,527**

Annex-6

GREEN EARTH POWER (THAILAND) CO., LTD.

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

220 MW Solar Power Plant

Cash Flow Analysis **(Thousand USD)**

Year	11	12	13	14	15	16	17	18	19	20	21
FROM OPERATING ACTIVITIES:											
Net income	9,604	10,207	10,859	11,407	11,691	12,249	12,715	12,948	13,390	13,220	12,946
Lease Rental Amortisation	0	0	0	0	0	0	0	0	0	0	0
Depreciation	12,739	12,739	12,739	12,739	12,739	12,025	11,006	10,014	8,752	8,287	7,912
Interest Income	0	0	0	0	0	0	0	0	0	0	0
Interest Expenses	5,156	3,927	2,667	1,549	709	180	(1)	0	0	0	0
Changes in working capital	45	43	41	39	37	37	37	37	37	37	37
Net Cash (used in) provided by Operating Activities	**27,545**	**26,917**	**26,307**	**25,734**	**25,176**	**24,489**	**23,758**	**22,999**	**22,179**	**21,543**	**20,894**
FROM INVESTING ACTIVITIES:											
CAPEX	0	0	0	0	0	0	0	0	0	0	0
Net Cash used in Investing Activities	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
FROM FINANCING ACTIVITIES											
Equity issuance	0	0	0	0	0	0	0	0	0	0	0
Loan principle	0	0	0	0	0	0	0	0	0	0	0
Loan repaid	(19,912)	(21,052)	(20,950)	(16,340)	(11,643)	(6,014)	0	0	0	0	0
Interest income	0	0	0	0	0	0	0	0	0	0	0
Interest paid	(4,383)	(3,339)	(2,268)	(1,317)	(604)	(153)	0	0	0	(0)	(0)
Withholding tax on interest payment	(773)	(589)	(400)	(232)	(107)	(27)	0	0	0	0	0
Dividends paid (50% ratio)	(4,706)	(5,001)	(5,321)	(5,590)	(5,728)	(6,002)	(6,231)	(6,345)	(6,561)	(6,478)	(6,344)
Net Cash (used in) provided by Financing Activities	**(29,774)**	**(29,981)**	**(28,938)**	**(23,478)**	**(18,081)**	**(12,195)**	**(6,230)**	**(6,344)**	**(6,560)**	**(6,477)**	**(6,343)**
NET INCREASE (DECREASE) IN CASH	**(2,230)**	**(3,064)**	**(2,631)**	**2,256**	**7,095**	**12,294**	**17,528**	**16,655**	**15,618**	**15,066**	**14,552**
CASH AT BEGINNING OF THE YEAR	**19,552**	**17,322**	**14,258**	**11,627**	**13,882**	**20,977**	**33,271**	**50,799**	**67,454**	**83,073**	**98,139**
CASH AT END OF THE YEAR	**17,322**	**14,258**	**11,627**	**13,882**	**20,977**	**33,271**	**50,799**	**67,454**	**83,073**	**98,139**	**112,690**

Annex-6

GREEN EARTH POWER (THAILAND) CO., LTD.

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

220 MW Solar Power Plant

Cash Flow Analysis **(Thousand USD)**

Year	22	23	24	25	26	27	28	29	30	31	*Total*
FROM OPERATING ACTIVITIES:											0
Net income	12,819	12,675	12,603	12,199	11,579	10,914	10,254	9,572	8,839	883	301,443
Lease Rental Amortisation	0	0	0	0	0	0	0	0	0	0	1,675
Depreciation	7,349	6,787	6,074	5,812	5,812	5,812	5,812	5,812	5,812	1,937	287,278
Interest Income	0	0	0	0	0	0	0	0	0	0	0
Interest Expenses	0	0	0	0	0	0	0	0	0	0	94,986
Changes in working capital	37	37	37	37	37	37	37	37	37	2,881	(1,434)
Net Cash (used in) provided by Operating Activities	**20,204**	**19,498**	**18,714**	**18,047**	**17,428**	**16,763**	**16,102**	**15,420**	**14,688**	**5,701**	**683,947**
											-
FROM INVESTING ACTIVITIES:											**0**
CAPEX	0	0	0	0	0	0	0	0	0	0	(297,000)
Net Cash used in Investing Activities	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**(297,000)**
											0
											(14,077)
FROM FINANCING ACTIVITIES											
Equity issuance	0	0	0	0	0	0	0	0	0	0	88,070
Loan principle	0	0	0	0	0	0	0	0	0	0	208,930
Loan repaid	0	0	0	0	0	0	0	0	0	0	(208,930)
Interest income	0	0	0	0	0	0	0	0	0	0	0
Interest paid	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(81,365)
Withholding tax on interest payment											(13,621)
Dividends paid (50% ratio)	(6,281)	(6,211)	(6,176)	(5,978)	(5,674)	(5,348)	(5,025)	(4,691)	(4,332)	(433)	(141,793)
Net Cash (used in) provided by Financing Activities	**(6,280)**	**(6,210)**	**(6,175)**	**(5,977)**	**(5,673)**	**(5,347)**	**(5,024)**	**(4,690)**	**(4,331)**	**(432)**	**(148,709)**
											0
NET INCREASE (DECREASE) IN CASH	**13,924**	**13,288**	**12,539**	**12,070**	**11,754**	**11,415**	**11,079**	**10,731**	**10,357**	**5,268**	**238,238**
											0
CASH AT BEGINNING OF THE YEAR	**112,690**	**126,614**	**139,902**	**152,441**	**164,512**	**176,266**	**187,682**	**198,760**	**209,491**	**219,848**	**2,412,307**
											0
CASH AT END OF THE YEAR	**126,614**	**139,902**	**152,441**	**164,512**	**176,266**	**187,682**	**198,760**	**209,491**	**219,848**	**225,117**	**2,650,545**

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Debt Servicing **(Thousand USD)**

Debt Assumption

BG Fee	2.00%	
Interest Rate	6.00%	
Repayment Period	12.00	years for each Phase

Year	Opening	Drawdown	Repayment (US$' 000)	Closing	Interest 6.00%	Withholding tax	BG Fee
0	-	46,270.00	-	46,270.00			-
1	46,270.00	48,050.00	500.00	93,820.00	1,564.68	276.12	925.40
2	93,820.00	45,850.00	2,539.23	137,130.77	3,907.63	689.58	961.00
3	137,130.77	68,760.00	5,630.00	200,260.77	6,074.90	1,072.04	917.00
4	200,260.77	-	9,169.56	191,091.20	8,816.87	1,555.92	1,375.20
5	191,091.20	-	12,690.00	178,401.20	9,422.06	1,662.72	-
6	178,401.20	-	14,700.00	163,701.20	8,723.61	1,539.46	-
7	163,701.20	-	15,580.48	148,120.72	7,951.46	1,403.20	-
8	148,120.72	-	16,354.28	131,766.44	7,137.12	1,259.49	-
9	131,766.44	-	17,495.42	114,271.02	6,273.96	1,107.17	-
10	114,271.02	-	18,780.64	95,490.39	5,348.92	943.93	-
11	95,490.39	-	19,924.81	75,565.58	4,361.93	769.75	-
12	75,565.58	-	21,060.52	54,505.06	3,316.80	585.32	-
13	54,505.06	-	20,944.56	33,560.50	2,245.67	396.30	-
14	33,560.50	-	16,227.31	17,333.19	1,297.79	229.02	-
15	17,333.19	-	11,433.87	5,899.32	592.43	104.55	-
16	5,899.32	-	5,899.32	(0.00)	150.43	26.55	-
17	(0.00)	-	-	-	-	-	-
18	-	-	-	-	-	-	-
Total		**208,930.00**	**208,930.00**		**77,186.26**	**13,621.10**	**4,178.60**

Assumption: It is assumed that interest will be calculated from the following year of Drawdown payment.

Annex-7

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Debt Servicing (Thousand USD)

Phase-I

Year	Opening	Drawdown	Repayment (USD)	Repayment (%)	Closing	Interest 6.00%	Withholding tax	BG Fee
0	-	46,270.00	-	-	46,270.00	-	-	
1	46,270.00		500.00	1.08	45,770.00	1,564.68	276.12	925.40
2	45,770.00		2,020.00	4.37	43,750.00	2,282.76	402.84	
3	43,750.00		3,030.00	6.55	40,720.00	2,153.99	380.12	
4	40,720.00		3,280.00	7.09	37,440.00	1,993.08	351.72	
5	37,440.00		3,280.00	7.09	34,160.00	1,825.80	322.20	
6	34,160.00		3,540.00	7.65	30,620.00	1,651.89	291.51	
7	30,620.00		3,780.00	8.17	26,840.00	1,465.23	258.57	
8	26,840.00		4,040.00	8.73	22,800.00	1,265.82	223.38	
9	22,800.00		4,290.00	9.27	18,510.00	1,053.41	185.90	
10	18,510.00		4,700.00	10.16	13,810.00	824.16	145.44	
11	13,810.00		4,790.00	10.35	9,020.00	582.17	102.74	
12	9,020.00		5,050.00	10.91	3,970.00	331.25	58.46	
13	3,970.00		3,970.00	8.58	-	101.24	17.87	
14	-		-	-	-	-	-	
15	-		-	-	-	-	-	
Total		**46,270.00**	**46,270.00**	**100.00**		**17,095.46**	**3,016.85**	**925.40**

Phase-II

Year	Opening	Drawdown	Repayment (USD)	Repayment (%)	Closing	Interest 6.00%	Withholding tax	BG Fee
0	-		-	-	-	-	-	
1	-	48,050.00	-	-	48,050.00	-	-	
2	48,050.00		519.23	1.08	47,530.77	1,624.87	286.74	961.00
3	47,530.77		2,100.00	4.37	45,430.77	2,370.52	418.33	
4	45,430.77		3,146.56	6.55	42,284.20	2,236.73	394.72	
5	42,284.20		3,410.00	7.10	38,874.20	2,069.54	365.21	
6	38,874.20		3,410.00	7.10	35,464.20	1,895.63	334.52	
7	35,464.20		3,676.18	7.65	31,788.02	1,714.93	302.63	
8	31,788.02		3,930.00	8.18	27,858.02	1,520.97	268.41	
9	27,858.02		4,195.42	8.73	23,662.60	1,313.78	231.84	
10	23,662.60		4,460.00	9.28	19,202.60	1,093.06	192.89	
11	19,202.60		4,880.81	10.16	14,321.79	854.87	150.86	
12	14,321.79		4,977.98	10.36	9,343.81	603.47	106.50	
13	9,343.81		5,240.00	10.91	4,103.81	342.91	60.51	
14	4,103.81		4,103.81	8.54	0.00	104.65	18.47	
15	0.00		-	-	-	-	-	
16	-		-	-	-	-	-	
Total		**48,050.00**	**48,050.00**	**100.00**		**17,745.94**	**3,131.64**	**961.00**

Annex-7

GEP (MYANMAR) COMPANY LIMITED
Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Debt Servicing (Thousand USD)

Phase-III

Year	Opening	Drawdown	Repayment		Closing	Interest 6.00%	Withholding tax	BG Fee
			(USD)	(%)				
0	-		-	-	-	-	-	
1	-		-	-	-	-	-	
2	-	45,850.00	-	-	45,850.00	-	-	
3	45,850.00		500.00	1.09	45,350.00	1,550.40	273.60	917.00
4	45,350.00		2,000.00	4.36	43,350.00	2,261.85	399.15	
5	43,350.00		3,000.00	6.54	40,350.00	2,134.35	376.65	
6	40,350.00		3,250.00	7.09	37,100.00	1,974.98	348.53	
7	37,100.00		3,250.00	7.09	33,850.00	1,809.23	319.28	
8	33,850.00		3,510.00	7.66	30,340.00	1,636.85	288.86	
9	30,340.00		3,750.00	8.18	26,590.00	1,451.72	256.19	
10	26,590.00		4,003.33	8.73	22,586.67	1,254.01	221.30	
11	22,586.67		4,250.00	9.27	18,336.67	1,043.55	184.16	
12	18,336.67		4,657.34	10.16	13,679.33	816.41	144.07	
13	13,679.33		4,750.06	10.36	8,929.27	576.52	101.74	
14	8,929.27		5,000.00	10.91	3,929.27	327.89	57.86	
15	3,929.27		3,929.27	8.57	(0.00)	100.20	17.68	
16	(0.00)		-	-	-	-	-	
17	-		-	-	-	-	-	
Total		**45,850.00**	**45,850.00**	**100.00**		**16,937.93**	**2,989.05**	**917.00**

Phase-IV

Year	Opening	Drawdown	Repayment		Closing	Interest 6.00%	Withholding tax	BG Fee
			(USD)	(%)				
0	-		-	-	-	-	-	
1	-		-	-	-	-	-	
2	-		-	-	-	-	-	
3	-	68,760.00	-	-	68,760.00	-	-	
4	68,760.00		743.00	1.08	68,017.00	2,325.21	410.33	1,375.20
5	68,017.00		3,000.00	4.36	65,017.00	3,392.37	598.65	
6	65,017.00		4,500.00	6.54	60,517.00	3,201.12	564.90	
7	60,517.00		4,874.30	7.09	55,642.70	2,962.07	522.72	
8	55,642.70		4,874.28	7.09	50,768.42	2,713.48	478.85	
9	50,768.42		5,260.00	7.65	45,508.42	2,455.06	433.25	
10	45,508.42		5,617.31	8.17	39,891.12	2,177.69	384.30	
11	39,891.12		6,004.00	8.73	33,887.12	1,881.34	332.00	
12	33,887.12		6,375.20	9.27	27,511.92	1,565.68	276.30	
13	27,511.92		6,984.50	10.16	20,527.42	1,225.00	216.18	
14	20,527.42		7,123.50	10.36	13,403.92	865.25	152.69	
15	13,403.92		7,504.60	10.91	5,899.32	492.23	86.86	
16	5,899.32		5,899.32	8.58	(0.00)	150.43	26.55	
17	(0)		-	-	-	-	-	
18	-		-	-	-	-	-	
Total		**68,760.00**	**68,760.00**	**100.00**		**25,406.93**	**4,483.58**	**1,375.20**

Annex-8

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Project IRR **(Thousand USD)**

Year	EBIT	Add: Depreciation	Add: Land rental amortization	Capex	Corporate Income Tax	Financial Cost	Net Cash Flow	Cumulated Cash Flow
0	(1,607)	0	419	(71,180)	0	0	(72,368)	(72,368)
1	694	2,349	419	(68,640)	0	(2,766)	(67,944)	(140,313)
2	5,343	5,743	419	(65,500)	54	(5,558)	(59,500)	(199,812)
3	9,799	8,941	419	(91,680)	(434)	(8,064)	(81,019)	(280,831)
4	17,175	12,785			0	(11,748)	18,212	(262,620)
5	19,549	14,005			0	(11,085)	22,469	(240,151)
6	19,438	13,641			0	(10,263)	22,816	(217,334)
7	19,493	13,178			0	(9,355)	23,316	(194,018)
8	19,386	12,875			0	(8,397)	23,864	(170,154)
9	19,222	12,609			(2,960)	(7,381)	21,490	(148,664)
10	18,910	12,511			(3,154)	(6,293)	21,973	(126,691)
11	18,506	12,511			(3,344)	(5,132)	22,541	(104,150)
12	18,096	12,511			(3,548)	(3,902)	23,156	(80,994)
13	17,720	12,511			(3,770)	(2,642)	23,820	(57,174)
14	17,347	12,511			(3,955)	(1,527)	24,376	(32,798)
15	16,902	12,511			(4,051)	(697)	24,664	(8,134)
16	17,153	11,774			(4,244)	(177)	24,506	16,372
17	17,627	10,741			(4,407)	(0)	23,961	40,334
18	17,846	9,860			(4,462)	(0)	23,245	63,579
19	18,231	8,823			(4,558)	(0)	22,496	86,074
20	17,941	8,441			(4,485)	(0)	21,896	107,971
21	17,614	8,051			(4,403)	(0)	21,261	129,232
22	17,479	7,476			(4,370)	(0)	20,585	149,816
23	17,304	6,919			(4,326)	(0)	19,897	169,714
24	17,219	6,222			(4,305)	(0)	19,137	188,850
25	16,701	5,966			(4,175)	(0)	18,491	207,342
26	15,902	5,966			(3,975)	(0)	17,892	225,233
27	15,045	5,966			(3,761)	(0)	17,250	242,483
28	14,195	5,966			(3,549)	(0)	16,612	259,095
29	13,317	5,966			(3,329)	0	15,953	275,048
30	12,375	5,966			(3,094)	(0)	15,247	290,295
31	1,483	1,989			(371)	(0)	3,101	293,395
	483,405	**287,278**	**1,256**	**(297,000)**	**(86,976)**	**(94,986)**	**293,395**	
						Project IRR	**5.47%**	

Annex-9

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

Recoupment Period **(Thousand USD)**

Year	EBIT	Interest	Corporate Income	Depreciation	Land rental amortizatio	Net Cash	Investment	Balance
0	(1,607)	0	0	0	419	(1,188)	(71,180)	(72,368)
1	694	(2,766)	0	2,349	419	696	(68,640)	(140,313)
2	5,343	(5,558)	54	5,743	419	6,000	(65,500)	(199,812)
3	9,799	(8,064)	(434)	8,941	419	10,661	(91,680)	(280,831)
4	17,175	(11,748)	0	12,785	0	18,212	0	(262,620)
5	19,549	(11,085)	0	14,005	0	22,469		(240,151)
6	19,438	(10,263)	0	13,641	0	22,816		(217,334)
7	19,493	(9,355)	0	13,178	0	23,316		(194,018)
8	19,386	(8,397)	0	12,875	0	23,864		(170,154)
9	19,222	(7,381)	(2,960)	12,609	0	21,490		(148,664)
10	18,910	(6,293)	(3,154)	12,511	0	21,973		(126,691)
11	18,506	(5,132)	(3,344)	12,511	0	22,541		(104,150)
12	18,096	(3,902)	(3,548)	12,511	0	23,156		(80,994)
13	17,720	(2,642)	(3,770)	12,511	0	23,820		(57,174)
14	17,347	(1,527)	(3,955)	12,511	0	24,376		(32,798)
15	16,902	(697)	(4,051)	12,511	0	24,664		(8,134)
16	17,153	(177)	(4,244)	11,774	0	24,506		16,372
17	17,627	(0)	(4,407)	10,741	0	23,961		40,334
18	17,846	(0)	(4,462)	9,860	0	23,245		63,579
19	18,231	(0)	(4,558)	8,823	0	22,496		86,074
20	17,941	(0)	(4,485)	8,441	0	21,896		107,971

Recoupment Period 16 years 5 months

Annex-10

GEP (MYANMAR) COMPANY LIMITED

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

170 MW (AC) Solar Power Plant

	Benefit to Myanmar		**(Thousand USD)**
1	Average Annual Electric Power	*Approximately*	KWh 300 million
2	Commercial Tax Proceed	*Year (1 to 30)*	55,465
3	Income Tax Proceed	*Year (1 to 30)*	86,976
4	Withholding tax on Interest	*(15% on Interest payment)*	14,248
5	Corporate Social Responsibility	*(Year 1 -30)*	6,106
6	Knowledge / Technology Transfer		
7	Employment and Jobs creation	*(during construction)*	644 Job Positions
		(during operation)	117 Job Positions
8	Transfer of Power Plant After BOT		

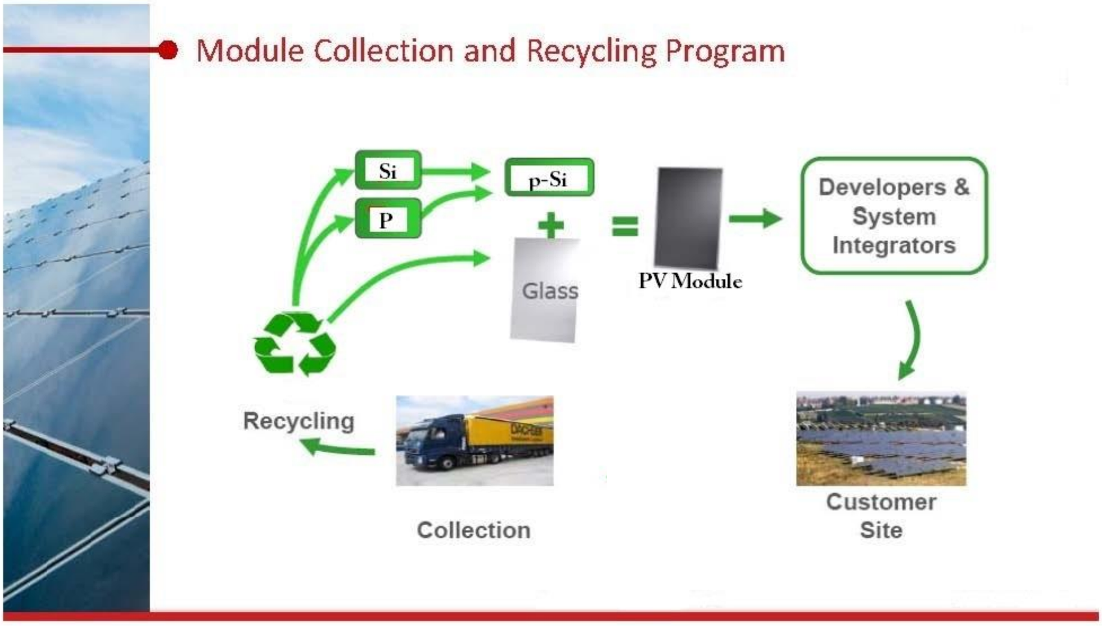
GEP (Myanmar) Company Limited
Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road,
Bahan Township, Yangon, Myanmar.
Tel: +95 1 860 4600~65 Fax: +95 1 860 4670

RECYCLYING PLAN

FOR

MINBU SOLAR POWER PLANT PROJECT

SAGU TOWNSHIP, MINBU, MAGWAY REGION

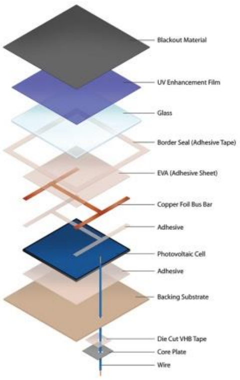


Submitted by

GEP (Myanmar) Co., Ltd.

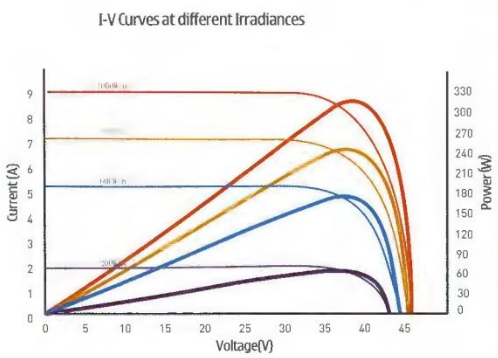
GEP (Myanmar) Company Limited
Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road,
Bahan Township, Yangon, Myanmar.
Tel: +95 1 860 4600~65 Fax: +95 1 860 4670

1. Product



The most common type of solar panel is constructed from thin wafers of crystalline silicon, 150mm by 150mm by 180 – 360 microns thick. The silicon cells are fragile and brittle, so they are built into a sandwich construction behind a glass cover sheet to provide protection from mechanical damage. The cells are encapsulated between films of polymer protecting the cells from the effect of moisture which would corrode the electrical connections. Cells are connected in series by flat strips of copper soldered onto the front face of one cell and the rear face of the next. To complete the PV panel or module, a frame of extruded aluminum is fitted around the edges of the glass sheet to protect and stiffen the panel and provide a means to fix down.

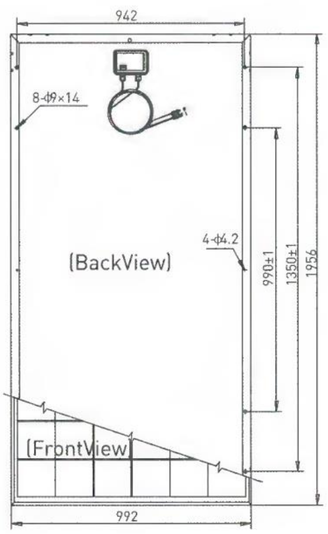
The specification of PV panel which will be installed.



NOCT		JT320PAg	JT325PAg
Max-Power	Pm(W)	234.8	238.9
Max-Power Voltage	Vm(V)	34.6	34.9
Max-Power Current	Im(A)	6.79	6.80
Open-Circuit Voltage	Voc(V)	42.3	42.5
Short-Circuit Current	Isc(A)	7.28	7.32
NOCT Nominal Operating Cell Temperature		45±2 C	

Absolute Ratings		
Dielectric Insulation Voltage		3000V
Operating Temperature	(℃)	-40~+85
Max-System Voltage	(VDC)	1000V
Max.Series Fuse	(A)	15
Maximum load rating		5400Pa(112.78lbf/ft²)

NOCT: Irradiance 800W/m², ambient temperature20℃, AM=1.5, wind speed 1m/s.



Mechanical Parameters		
Cable type,Diameter and Length		4mm²,TUV certified,1000mm
Type of Connector		Compatible with MC4 plug
Number,type and arrangement of cells		72pcs,Mono-Crystalline Silicon(6×10)
Cell Size	(mm)	156x156
Dimension	(mm)	1956x992x40
Weight	(Kg)	25.5
No.of Draining Holes in Frame		16
Glass,Type and Thickness		Low Iron,High Transmission,Tempered Glass 3.2 mm

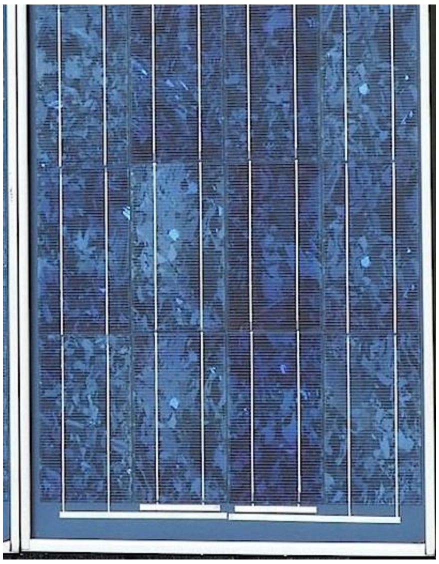
Packaging Configuration	
Packing Configuration	27pcs/box
Quantity/Pallet	54 pcs/pallet
Loading Capacity	648 pcs/40ft(H)

Specifications included in this datasheet are subject to change without prior notice.

2. Causes of PV panels Damage

2.1. Hotspots

If a part of the solar cell is shaded, the cell can heat up to such extreme temperatures that the cell material as well as the encapsulation (EVA) and back sheet will be permanently damaged. A so-called hot spot develops. Under normal operation condition the cell generates current. In contrast, a shaded cell does not produce any electricity any more; but uses the current from the other cell. The current from the other cells of the strings is driven through the darkened cell. The current flow is then converted into heat. Other reasons for hotspots can be high contact resistance at the bus bars of the cells. Reasons for high contact resistance can be cracked solder joints on the bus bars. The power loss of a module with a hotspot is often very low, unless there are already big areas with hotspots. Nevertheless, these modules should be replaced, especially when the cell or cell and the surrounding encapsulation materiasl have been burned.





Hotspots

2.2 Delamination

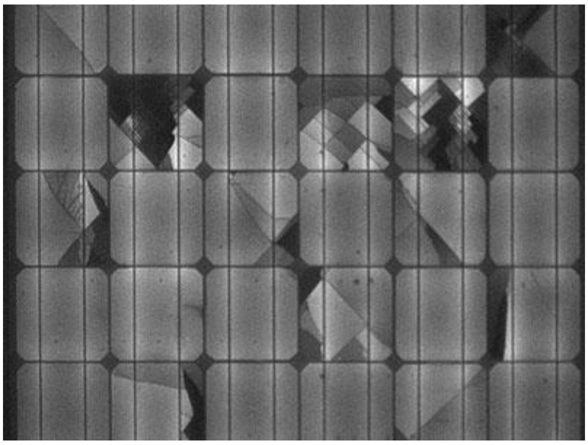
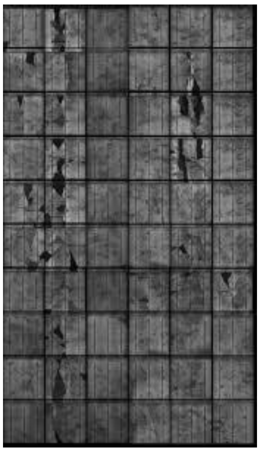
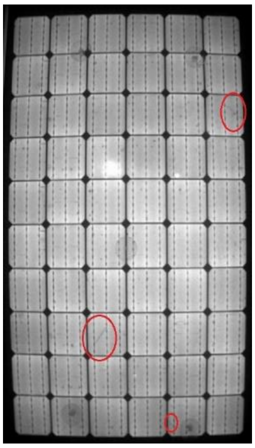
In a PV module, the solar cells are encapsulated with the so-called EVA (ethylene vinyl acetate). The EVA protects the sensitive cells from weather influences such as moisture and UV radiation. During manufacturing the module composite is laminated under a precisely defined pressure and process temperature. It is important to keep the defined process temperature and time to ensure that the EVA cures correctly during the lamination process. Wrong process parameters or cheap material can result in a delamination of the EVA later in the lifetime. The layers of EVA can dissolve and render the "milky" colour. Delaminated solar modules should also be replaced. Due to the delamination, moisture can get into the cells that leads to cell corrosion and loss of the ongoing performance.



Delamination

2.3. Cell cracks and micro cracks

Micro cracks in the cells can occur not only during the production, but also due to external influences such as transportation and installation. In general micro cracks cannot be completely avoided and do not usually lead to loss in performance. However, there is always a potential risk that a micro-crack proceeds to a cell fraction with a performance loss. Furthermore, in some cases "snail tracks" on the modules develop from micro cracks. Such situation usually occurs during the early months after the installation, due to certain combinations of materials having micro-cracks in the cells. Cell breaks itself can lead to a loss of yield. A broken corner or a small local plan does not result in yield loss. However, when an entire cell area was separated from the bus bars, a yield loss is expected. In this case, the module should be replaced.

Cell cracks and micro cracks

2.4 Glass Breaks

In most cases, glass breaks are caused by external effects such as poor packaging during transportation, during installation or by storm and stone throwing. Very rarely, the glass breaks due to manufacturing or material defects. Especially for frameless modules, typically thin-film modules, glass breakage can also occur through the module clamps. Because of the missing frame, the clamps must be fixed directly on the glass. Thermal expansion during operation can cause cracks. Modules with broken glass should always be replaced.




Glass Breaks

GEP (Myanmar) Company Limited
Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road,
Bahan Township, Yangon, Myanmar.
Tel: +95 1 860 4600~65 Fax: +95 1 860 4670

2.5 Defect Connectors

The connectors have same specification as MC4, but not produced by Multi Contact. However, the connectors are tested as well and quality standard needs to be the best at installation. Low quality connectors can lead to problems such as breaking during assembly, especially at cold ambient temperature, or to poor electrical contact. An unclean crimping also results in a poor contact connection with the risk of sparks and eventually a burned connector.





Defect Connectors

2.6 Burned Solar Junction Box

The junction box contains the bypass diodes of the solar module. Bypass diodes are electric components which are necessary to install for cut off. However, badly contacted bypass diodes dues to a manufacture failure can also overheat itself and lead to a fire in the junction box. In photovoltaics, fire-resistant materials are usually installed, so that fire does not spread out in most cases.



Burned Solar Junction Box

2.7 Browning

Browning is a yellow or brown discoloration of the EVA (cell encapsulation). The EVA contains additives to improve the UV resistance and to prevent it from the Browning effect. If low quality EVA is used, or if the EVA is stored under improper conditions or long period before manufacturing, the additive in the EVA partly disappears and, due to UV radiation and heat, the EVA starts to get yellow or brown color. As a result of browning cell bleaching and bubble formation at the EVA and back sheet, cell corrosion can happen too. The heat absorption increases with browning. Higher heat absorption enforces further browning. Modules showing browning shall be replaced.

2.8 Storms

Solar cells have a cover made up of protective glass that can be damaged by hail storms. An area that is prone to hail storms determines the kind of solar panels to be installed. Hail can damage the larger solar cells that results in more expensive replacement or repair costs and reduces energy output dramatically.

2.9 Water

Water is another cause of damage to a solar panel. The connections and seals around the solar panel will begin to deteriorate over time, allowing water to penetrate into the solar cells and connections. Periodically resealing the connections and protective glass will ensure that water does not penetrate into the modules causing them fail or lose energy output.

2.10 Rocks and Foreign Materials

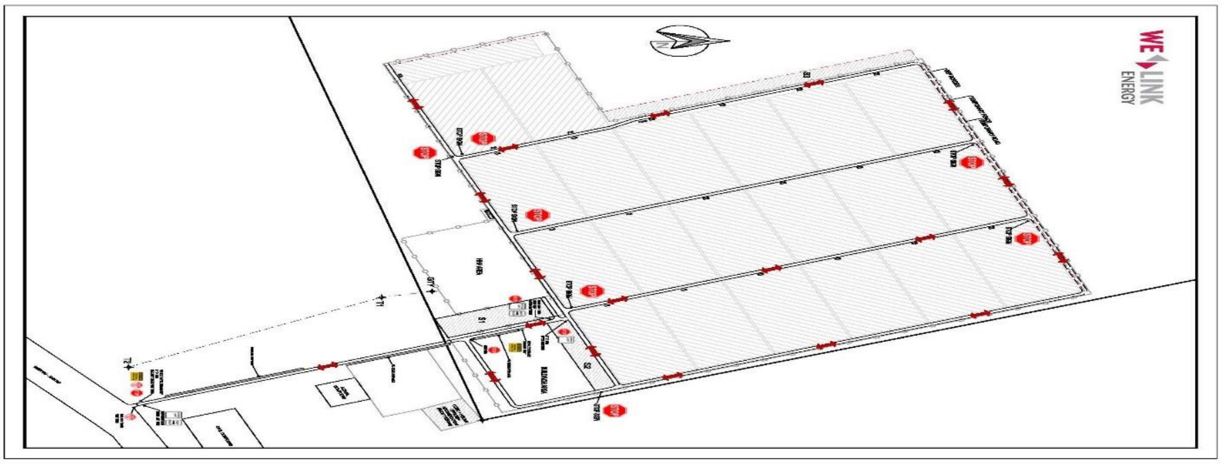
Broken or damaged solar panels can result from rocks thrown at the panels or falling debris. This type of damage typically breaks the protective glass of the solar panel. Even just replacing the glass can cause condensation to build up inside the glass allowing moisture to get into the solar cells and connections.

2.11 Fire

Damage to solar panels can also be caused by fire. There are also reports that describe that some of the fire damages are caused by the solar panel itself. Individual solar panels are connected together creating a high voltage. Wires can get worn over time. Animals can damage the exterior of the wires or the wires are not installed properly. Thus, it can cause the wires to short-circuit creating a fire hazard.

3. Maintenance and replacement

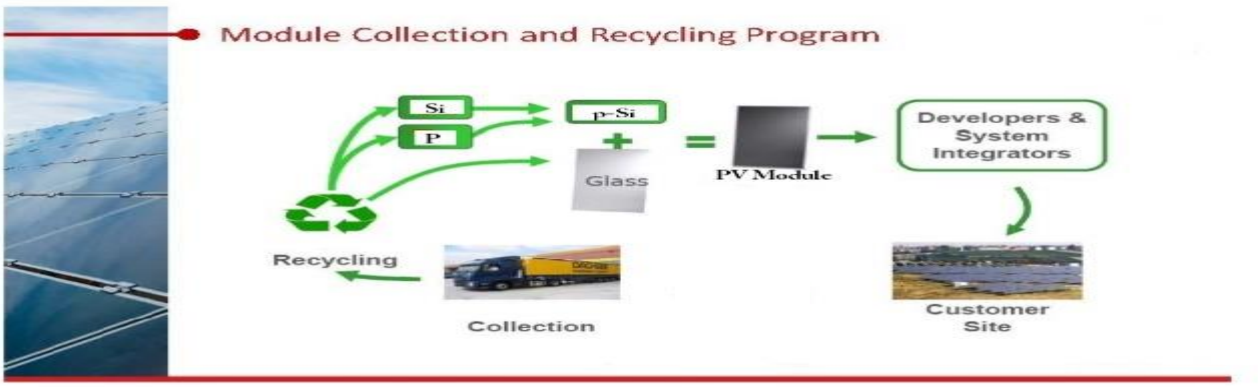
During construction phase and operation phase, PV solar panels will be damaged by above mentioned causes. The developer will check and inspect the damaged places and these will be replaced to generate proper power production. The skillful persons and trained workers will remove the damaged PV panels and replaced wthe those which were already stacked and stored at the stacking yards S1, S2 and S3. The damaged parts each panel will be systematically packed and bundled. The damaged will be kept in the boxes and covered with plastic sheets. Temporary shelters will be constructed at S1, S2 and S3 yards to avoid rainwater. It is expected that at the end of the concession period of (30) years (as per PPA Terms), the solar panels shall degrade and output will decrease up to about (25%) of the total output at the time of Commissioning. Therefore, additional solar panels shall be installed in order to compensate the loss on the total generation output.



Storage Management Plan

GEP (Myanmar) Company Limited
Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road,
Bahan Township, Yangon, Myanmar.
Tel: +95 1 860 4600~65 Fax: +95 1 860 4670

4. Recycle Plan





The project will keep about 780,000 pieces of PV solar power panels at the site mounted on fixed positions. More than this amount of PV solar panels will be imported and stacked at the work site for construction phase by 40Ft containers which will contain 648 sheets of panels in each. The rest will be stacked at a designated storage area for replacement (spare). At the operation phase, the stacked and systematically kept damaged panels will be sent back to abroad to recycle. The recycle process will be done at the factory from which the developer has purchased these panels. As soon as about 600 pieces of old PV solar panels are collected, the developer will store them in the 40ft containers and send them back to factory abroad for recycling. Other material such as metal frames from the mounting structures shall be scrapped.

GREEN EARTH POWER (THAILAND) COMPANY LIMITED
63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel 662 168 8168 Fax 662 168 8169

Staff Welfare Plan

GEP aims that each employee is satisfied and appreciative of his or her job. As such, GEP has planned to seek the opportunity to reach the highest level of employee satisfaction. GEP will support the employees according to the social security law which is in effect at that time. GEP will also provide the other benefits, for example, overtime pay, sick leave, vacation, holiday, apprenticeship, and tuition assistance.

For the sustainability of the development in our staff welfare plan, GEP will ensure the satisfaction by conducting the staff welfare survey every two years. The result of the survey will be analyzed and create an action to improve the staff welfare. The manager will conduct the employee development review by interviewing the employees once a year. Manager and employees are encouraged to discuss about the staff welfare plan issue during the interview. Moreover, GEP will conduct competencies development to improve the quality and ensuring employee confidence in carrying out their task.

GEP also aims to have a good relationship with the employees. All employees in head office and regional office are encouraged to organize joint activities outside the office and Project Site once a year. GEP will offer various activities to the employees to increase the job satisfaction.

GEP found that it is important for the new employees to get positive introduction about the organization, colleagues, work place, work routine, etc. At the same time, the new employees will get the introduction about relevant staffs and policies which are practically clarify in the employee personal handbook.

For safety and convenience of the employees, GEP found that it is important to support the employees with both accommodation and transportation. Therefore, GEP will provide the accommodation for the employees near by the Project Site. In addition, GEP will support the employees by providing the transportation from their accommodation to the Facility in the morning and from Facility to their accommodation in the evening. Moreover, GEP planned to provide the health insurance and life insurance for each employee. So, the employees will feel comfortable while working at GEP.

The following information are the summary of GEP staff welfare plan that is expected to be implemented in our 220 MW Minbu Solar Power Plant project in Myanmar.

GREEN EARTH POWER (THAILAND) COMPANY LIMITED
63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel +662 168 8168 Fax +662 168 8169

Summary of GEP welfare plan

Description	Detail of the Benefits
1.) Social Security	3% of the salary will be contributed by GEP 2% of the salary will be contributed by the employees
2.) Overtime	For the work in excess of normal working hour and for work on holidays, GEP will compensate the employees up to 150% of their normal wages.
3.) Accommodation	GEP will provide the accommodation nearby the Facility
4.) Food and Beverage	GEP will provide the free lunch for the employees everyday
5.) Health care	GEP will provide: - Annually checkup - Medical treatment expense up to USD 1,000 / employee / year - Life insurance (with insurance policy up to USD 200 / employee / year)
6.) Transportation	GEP will provide the transportation service for the employees in various locations both to the Facility in the morning and from the Facility in the evening
7.) Family support	GEP will provide: - Parents medical treatment support up to USD 700 / employee / year - Marriage support up to USD 25 / employee - Infant support up to USD 30 / infant (up to 2 infants / employee) - Child education up to USD 100 / employee / year - Grant in case of employee's death up to USD 2,000 (during operation), and USD 1,000 (not during operation)

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63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel +662 168 8168 Fax +662 168 8169

Signature: ______________ **Green Earth Power (Thailand) Co., Ltd.**

Supasit Pokinjaruras

Promoter and Director of GREEN EARTH POWER (THAILAND) CO., LTD.

GREEN EARTH POWER (THAILAND) COMPANY LIMITED
63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 168 8168 Fax: +662 168 8169

Staff Plan of 220MW Solar Power Plant (During Construction)

EPC: Contractor						
No.	Position	Quantity		Est. Pay Scale	Monthly Salary	Annual Salary
		Expat	Local	(USD)	(USD)	(USD)
Site Contractor						
1	Project Manager	1		EPC is responsible for the salaries of its staffs during Site Construction		
2	Engineering Manager	1				
3	Construction Manager	1				
4	Safety Manager	1				
5	Quality Assurance / Quality Control Manager	1				
6	Document Manager	1				
7	Civil Manager	1				
8	Electrical Manager	1				
9	Store Keeping Manager	1				
10	Commissioning Manager	1				
11	Civil Engineer	2				
12	Electrical Engineer	1				
13	Safety Supervisor	4				
14	Quality Assurance / Quality Control Supervisor	4				
15	Document Supervisor	2				
16	Civil Supervisor	4				
17	Electrical Supervisor	3				
18	Store Keeping Supervisor	4				
19	Administrator	1				
20	Civil Department Worker		400			
21	Electrical Department Worker		200			
	TOTAL	35	600			

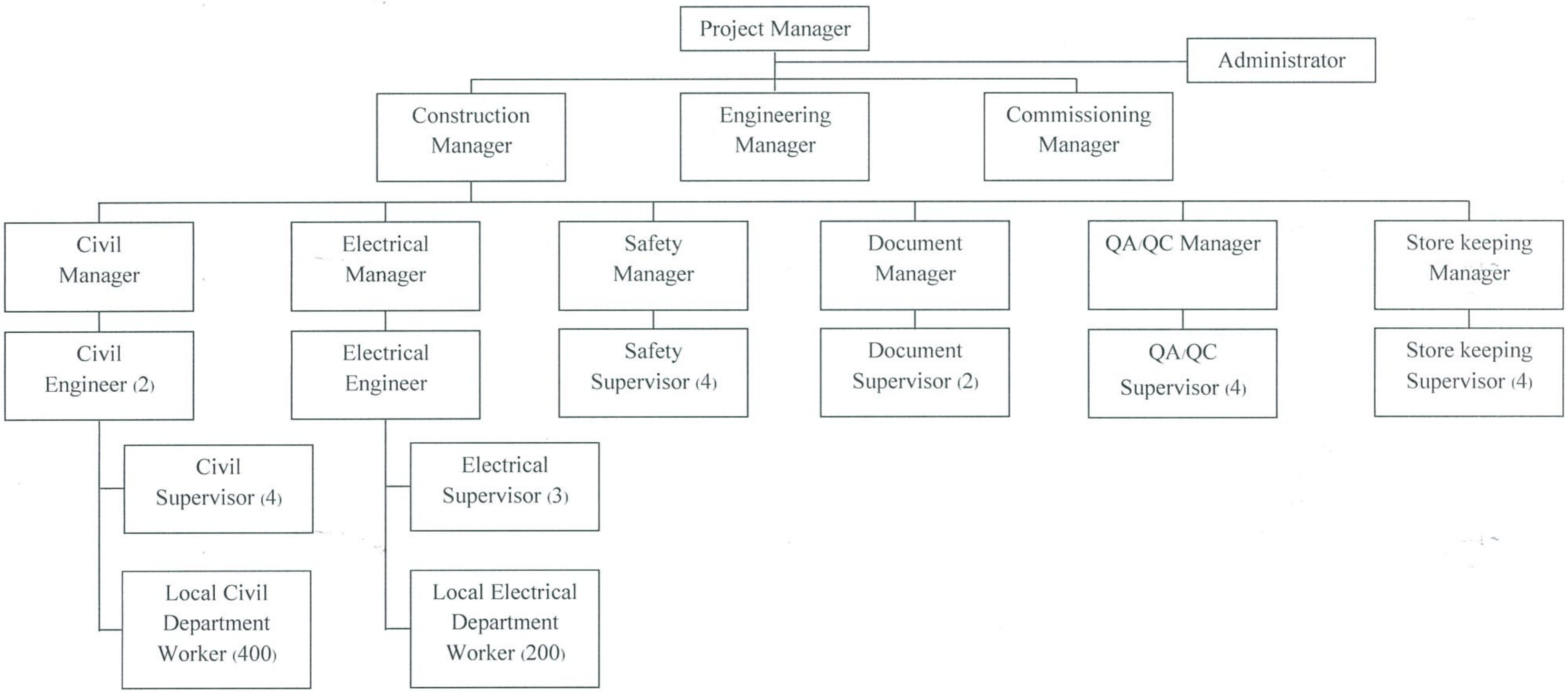
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63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 168-8168 Fax: +662 168-8169

EPC: Contractor						
No.	Position	Quantity		Est. Pay Scale	Monthly Salary	Annual Salary
		Expat	Local	(USD)	(USD)	(USD)
Site Construction						
1	Project Manager	1		5,000	5,000	60,000
2	Site Manager	1		3,000	3,000	36,000
3	Civil Engineer	1		2,400	2,400	28,800
4	Civil Supervisor	2		2,100	4,200	50,400
5	Electrical Engineer	1		2,400	2,400	28,800
6	Electrical Supervisor	1		2,100	2,100	25,200
7	Administrator	1		1,000	1,000	12,000
8	Coordinator / Operation Manager	1		1,500	1,500	18,000
TOTAL		9	-		21,600	259,200

Total Staff During Construction	Quantity	
	Expat	Local
TOTAL	44	600

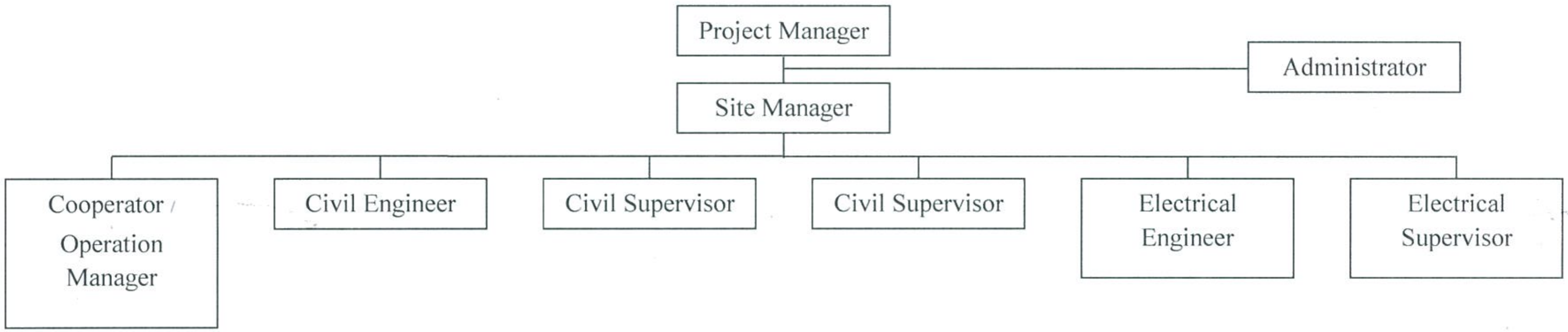
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EPC ORGANIZATION CHART for 220MW Solar Power Plant (During Construction)



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63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 168-8168 Fax: +662 168-8169

GEP ORGANIZATION CHART for 220MW Solar Power Plant (During Construction)



GREEN EARTH POWER (THAILAND) COMPANY LIMITED
63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 168-8168 Fax: +662 168-8169

Staff Plan of 220MW Solar Power Plant (During Operation)

EPC: Contractor						
No.	Position	Quantity		Est. Pay Scale	Monthly Salary	Annual Salary
		Expat	Local	(USD)	(USD)	(USD)
Engineering						
1	Plant Manager		1	2,000	2,000	24,000
2	Deputy Plant Manager / Operation In-Charge		1	1,500	1,500	18,000
O&M						
3	Assistance to Operation In-Charge		1	800	800	9,600
4	Maintenance In-Charge		1	800	800	9,600
5	Senior Engineer		6	600	3,600	43,200
6	Junior Engineer		10	400	4,000	48,000
7	Technician		12	300	3,600	43,200
8	Driver		4	200	800	9,600
9	General Worker PV Cleaning		40	200	8,000	96,000
Financial						
10	Account Manager		1	500	500	6,000
11	Accountant		1	500	500	6,000
12	Junior Accountant		1	400	400	4,800
Admin						
13	Administrative Manager		1	500	500	6,000
14	Senior Clerk		1	300	300	3,600
15	Receptionist		2	250	500	6,000
16	Gardener		2	180	360	4,320
17	House Keeping		3	180	540	6,480
Procurement						
18	Store In-Charge		1	400	400	4,800
19	Store Keeper		2	300	600	7,200

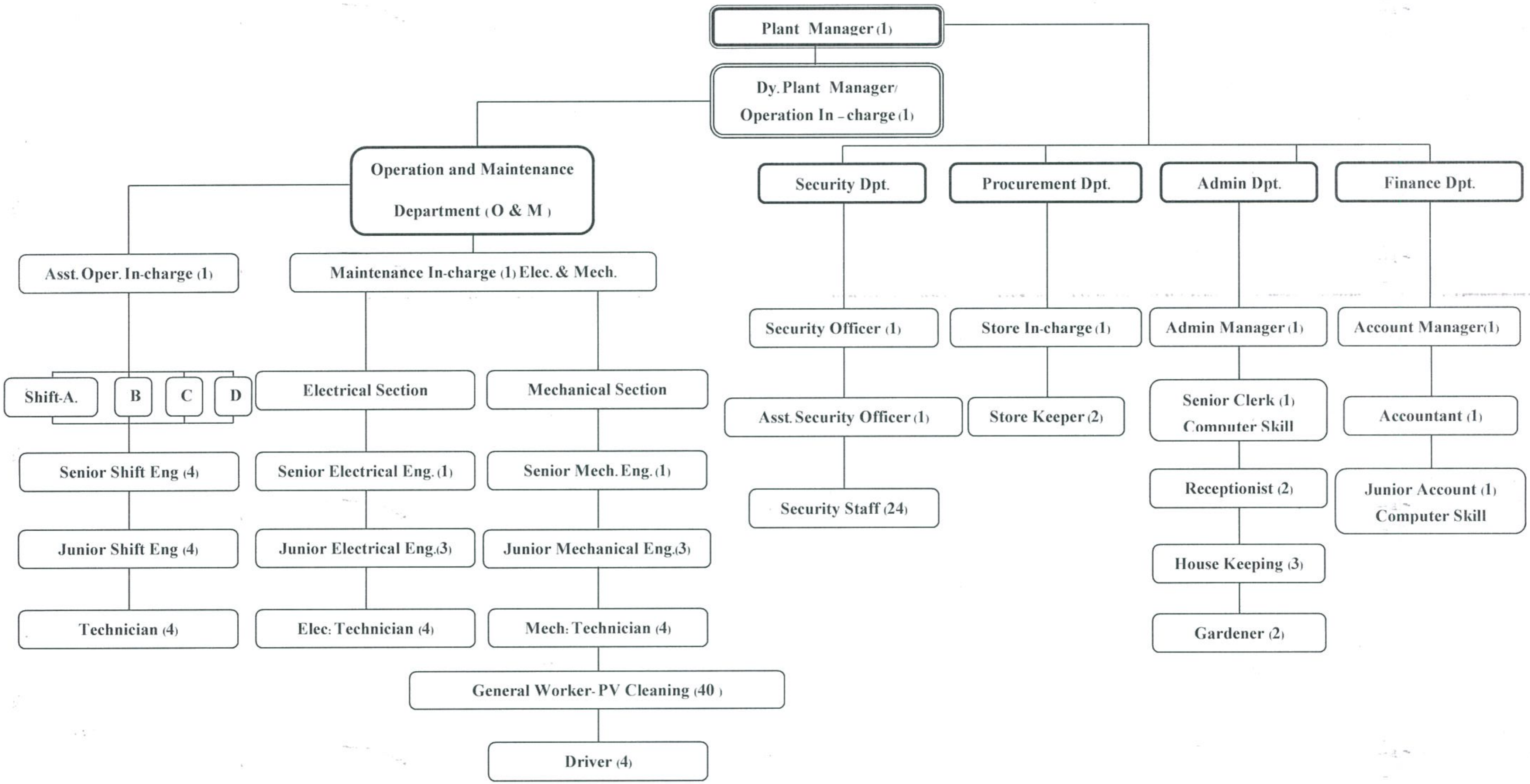
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Tel: +662 168-8168 Fax: +662 168-8169

No.	Position	Quantity		Est. Pay Scale	Monthly Salary	Annual Salary
		Expat	Local	(USD)	(USD)	(USD)
Security						
20	Security Officer		1	400	400	4,800
21	Assistance to Security Officer		1	300	300	3,600
22	Security Staff		24	180	4320	51,840
TOTAL		-	117		34,720	416,640

Total Staff During Operation	Quantity	
	Expat	Local
TOTAL	-	117

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63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 168-8168 Fax: +662 168-8169

ORGANIZATION CHART for 220MW Solar Power Plant (During Operation)



GREEN EARTH POWER (THAILAND) COMPANY LIMITED
63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 168-8168 Fax: +662 168-8169

Employee Shift Schedule For 220MW Solar Power Plant

Day / Shift	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D
B	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N
C	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O	O	D	D	N	N	O

D: Day Shift (06:00 hr. to 18:00 hr.) ; 12 hours Duty

N: Night Shift (18:00 hr. to 06:00 hr.) ; 12 hours Duty

O: OFF

Working hours / Shift: 12 hours

Total working hours / Week: 4 Days x 12 hours = 48 hours

SEQUENCE OF SHIFT

Shift A, B, C: D;D;N;N;O;O

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63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel 662 168 8168 Fax 662 168 8169

CSR Plan for 220MW Solar Power Plant

Since, GEP is concerned about the livelihood of villagers nearby the Facility site, GEP will arrange yearly budget for CSR plan of 2% of our Project Net Income. During the beginning stage, GEP will focus on community development and employees' welfare in Minbu district, where the power plant is located. The nearest residential place from proposed solar power plant project site is Zee Aing village, Minbu. GEP's CSR strategy will prioritize the area where we believe our technology and our people can make the biggest impact. In addition, GEP's approach will encourage innovation and education to create solutions that are scalable, replicable, and sustainable. By focusing on long-term solutions, GEP aims to have our contributions make a long lasting difference. According to the ESIA report, the following key issues should be addressed:

- **Development Plan of Water Supply System in Rural Area:**
  - The villages are relying on two sources of water, which are pond and water wells, of which, many villages lack. Pond is mostly dry due to the weather conditions in the area, whereas water wells serve as main sources of water to the local villagers. Water is a scarce resource for cultivation, livestock breeding and domestic use. So, water well with pump, tanks, and filtration system is a suitable solution to be implemented. The total cost for two 4" tube water wells, two submersible pumps for two 4" tube water wells, eight 250W solar panels and two inverters for submersible pumps, eight 5,000 liter water tanks and two filtration system is approximately USD 15,700.
- **Development Plan of Solar Power for Household Use in Rural Area:**
  - Currently, only 20% of electricity demand is accommodated. Installing a home use solar set is feasible due to climate condition in the area. The cost of setting up (materials are inclusive) a home use solar panel including the battery is approximately at USD 650 per one set and it is expected to deliver an electric power up to 250W. One solar set is enough for one household. So, the total cost of 260 solar sets are approximately USD 169,000. Approximately, the first 14 solar sets will be distributed to 14 households during the second phase of CSR plan and 41 sets will be allocated during the third to the eighth phase of the plan, according to our budget. The selection criteria of the first 14 households and the latter will base on the need and necessities of each household such as the families with young children, elderly people, disabled, pregnant women,

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63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel +662 168 8168 Fax +662 168 8169

etc. In addition, the selection will be made in consultation with the local authorities and the village heads. Every household in the selected villages will benefit from GEP's CSR process.

- **Development Plan of Health Clinic Center**
  - Nowadays, there are very few qualified medical practitioners and clinics available near by the Facility. A qualified health clinic center will improve the quality of life in terms of health, and hygiene of the community and reducing the contagious diseases. Approximately USD 12,500 of the CSR budget will be allocated to each village to build up a new health clinic center or upgrade the existing clinics for the community.
- **Development Plan of Education, Schools, and Libraries**
  - The level of education available in the villages near by the Facility is up to grade 8. Therefore, GEP will focus on expanding the education level up to grade 9 to 11. In addition, the schools and libraries are currently in poor conditions, which are needed to be upgraded. GEP will allocate approximately USD 7,500 to each village to improve the level of education and/or upgrade the schools and libraries.

After the completion of CSR plan in Zee Aing, this plan will be duplicated to the other villages close to the Facility. The following table will exhibit the CSR budget allocation for the first eight phases of the CSR plan:

Signature: ______________________

Green Earth Power (Thailand) Co., Ltd.

Supasit Pokinjaruras

Promoter and Director of GREEN EARTH POWER (THAILAND) CO., LTD.

CSR investment for 1 Model Village

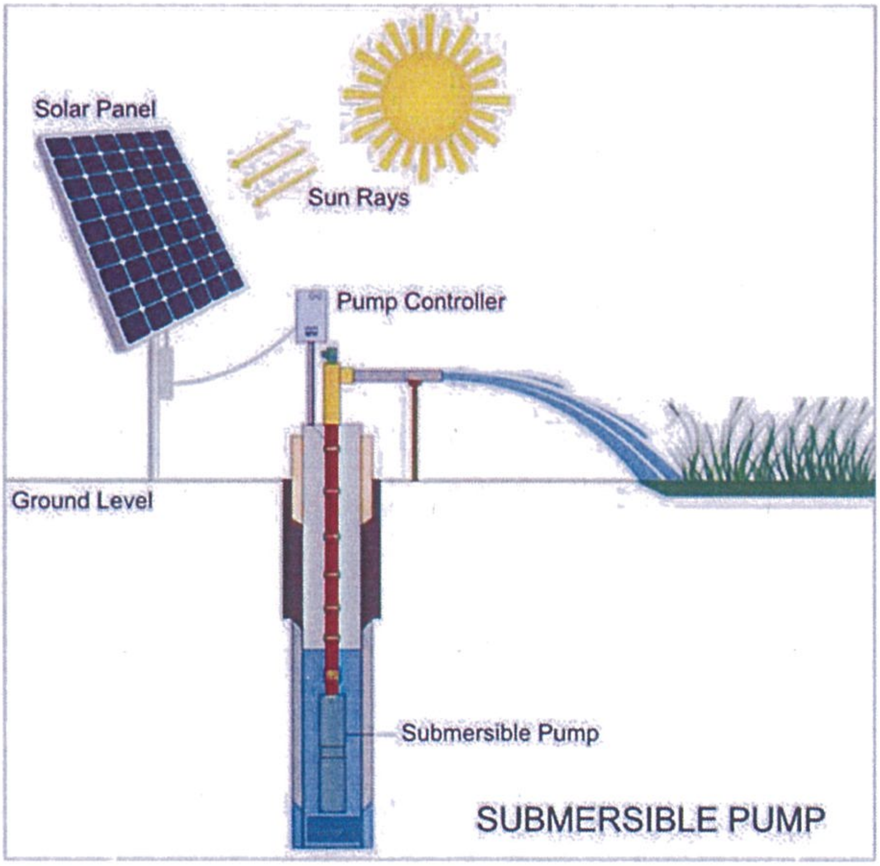
CSR investment for 1 Model Village

	(Units)	Total investment	1st Phase	2nd Phase	3rd Phase	4th Phase	5th Phase	6th Phase	7th Phase	8th Phase
Solar Power for Household Use:										
Solar Panel 250W (260 set)	(USD)	68,640.00		3,696.00	10,824.00	10,824.00	10,824.00	10,824.00	10,824.00	10,824.00
Charger Control (260 set)	(USD)	38,220.00		2,058.00	6,027.00	6,027.00	6,027.00	6,027.00	6,027.00	6,027.00
Battery 50AH (260 set)	(USD)	16,250.00		875.00	2,562.50	2,562.50	2,562.50	2,562.50	2,562.50	2,562.50
Inverter 1KW (260 set)	(USD)	45,760.00		2,464.00	7,216.00	7,216.00	7,216.00	7,216.00	7,216.00	7,216.00
Water Supply System:										
Inverter 1KW (2 set)	(USD)	352.00		352.00						
Solar Panel 250W (8 set)	(USD)	2,112.00		2,112.00						
Submerside Pump (2 set)	(USD)	264.00		264.00						
Water Tank 5000L (8 set)	(USD)	6,672.00		6,672.00						
Water Filtration System (2 set)	(USD)	854.00		854.00						
4" Tube well (2 location)	(USD)	4,746.00		4,746.00						
Transportation Charges	(USD)	379.68		379.68						
Supervision Charges	(USD)	332.22		332.22						
Health Clinic Center:										
Construction / Renovation Cost	(USD)	10,737.00	10,737.00							
Transportation Charges	(USD)	858.96	858.96							
Supervision Charges	(USD)	751.59	751.59							
Education, Schools, and Libraries:										
Construction / Renovation Cost	(USD)	6,452.00	6,452.00							
Transportation Charges	(USD)	516.16	516.16							
Supervision Charges	(USD)	451.64	451.64							
Total CSR Budget for 1 Model Village	(USD)	204,349.25	19,767.35	24,804.90	26,629.50	26,629.50	26,629.50	26,629.50	26,629.50	26,629.50

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63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel +662 168-8168 Fax +662 168-8169

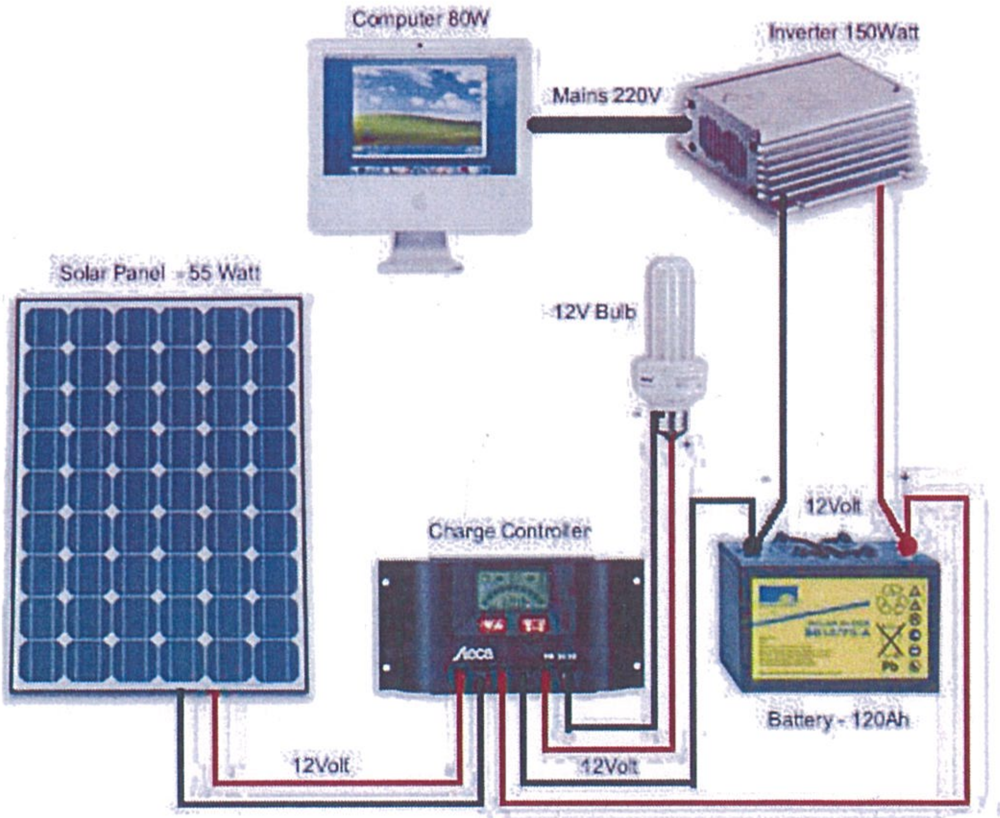
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Tel 662 168 8168 Fax 662 168 8169





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Lumpini, Pathumwan, Bangkok 10330, Thailand
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Fire Safety Plan for 220MW Solar Power Plant

A) Design Conceptual of Minbu Solar Farm

The design and specification of the work of Minbu Solar Farm will be in accordance with all applicable laws and regulations of the Myanmar as well as applicable local codes and ordinances. The Design Codes and Standards will be in accordance with NFPA for fire protection system.

The design, supply and fabrication of equipment, materials, structures and other components of the facilities will be in accordance with the latest edition and addenda of international codes, standards and practices as appropriate. The key design works shall be certified by Myanmar Electric Power Enterprise.

B) System Design Elements

The following list consists of system design elements and loss prevention programs that will be used for minimizing the fire risk of Minbu Solar Farm.

Photovoltaic Panels

- Only PV modules which comply with international standards for electrical performance and safety should be used for the project.
- Modules should have the approval / listing of an internationally recognized testing laboratory.
- Mounting systems and frames should be non-combustible.
- Provide sufficient free space for fire fighters to access the PV area and inverter room.

DC Cables

- Only solar cables suitable for outdoor applications and severe weather conditions and UV radiation should be used. The fire performance will also be considered.
- Cables will be fixed and routed in closed conduits; no loose cables will be allowed.
- Routing of solar cables should not compromise fire compartments of the building (e.g., by penetrating parapet fire walls). If this cannot be avoided, the openings need to be enclosed and sealed in accordance with the respective standards for fire walls.

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Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel +662 168 8168 Fax +662 168 8169

AC Cables

- All cable runs will be continuous, straight-through joints are not permissible. Cables exposed to direct sunlight shall have ultra-violet resistant over sheaths. The underground installation shall be run in the conduit.
- Adequate provision will be made in all buildings for cable flats and risers, floor trenches, steel support structures, holes through walls/floors, ducts etc, and for the accommodation of cable routes and access to plant and equipment. Foam-sealed closures enclose cable plant splices in direct buried, hand hole, and manhole applications will be provided.
- Fire sealing material will be used when cable run passing through penetrations in fire-rated walls and floors.
- Adequate precautions will be taken to prevent cable damage during installation. Winch pulling of cables shall be subject to approval. Cables ducts shall be free from debris and sharp edges. Following cable installation the ducts shall be sealed at both ends.

Inverter

- Each inverter will be equipped with appropriate self-protective and self-diagnostic features to protect itself and the PV module array from damage in the event of inverter component failure or parameters beyond the inverter's safe operating range due to internal or external causes.
- Earth leakage protection will be provided.

Substation

- Switchyard and Substation design will be done in accordance with the international standard. The key design works shall be certified by Myanmar Electric Power Enterprise.
- A transformer Fired wall will be provided if necessary. It will be conformed to NFPA 850 or Equivalent Standard. The fire resistance rating shall be at least 2 hours.
- A transformer oil pit sized to contain the volume of transformer oil will be provided.

Buildings

- A separated room for oil and flammable material will be provided for ware house and other building.
- Fire Alarm Detectors and Fire Extinguisher will be provided and installed.
- A safe exits way will be designed and provided for all Buildings.

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C) Fire Alarm and Fire Fighting System Design Conceptual

1) The Minbu Solar Project will be provided with all necessary components of the fire alarm and firefighting system for all areas such as substation, warehouse, control and administration building and etc.

2) Fire Alarm Detectors will be provided and installed at the building area, for example inverter house, substation building, administration building. Equipment number and installation method will be designed in accordance with the international standards. Fire Alarm control panel, Mimic diagram and Annunciator will be provided.

3) Hand held fire extinguishers will be used for all indoor fire prevention, including all indoor electric and electronic devices. The FM200 system for fire suppression will be provided for 230kV Substation.

4) Hand held fire extinguishers and warning signs will be provided as per international standards. Number and type of portable fire extinguisher shall be provided sufficient for the operation and maintenance requirement.

5) The fire pump station and water reserve pond will be provided.

6) Mimic diagram and Annunciator will be provided as per site layout

D) Fire Fighting Equipment to be installed at each location

- 230kV substation control building and 33kV Switchgear room
  - CO2, Potable Fire Extinguisher, ABC type
  - Clean agent fire extinguishing system (FM-200)
- PV plant, inverter houses, ABC type
  - CO2, Portable Fire Extinguisher
- Ware House and Administration Building

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- CO_2, Portable Fire Extinguisher, ABC type

- Fire pump station and water reserve pond will be installed

E) Emergency Evacuation Concept

The document related to the Emergency Evacuation Plan and Procedure will be created by the EPC contractor and review by the project owner prior to apply for the Minbu Solar Farm Project. Training will be implemented to all staff levels.

Trained supervisory staff can be of great value in directing, and assisting the orderly movement of people in the event of a fire, and performing fire control until the fire department arrives.

The staffs require continued training, frequent drilling, and must be continuously on the premises in order to fulfill their responsibilities during an emergency. Following the implementation of the plan, the time required for continued training and drilling, and the coordination necessary to maintain supervisory staff on the premises is extreme.

F) Evacuation Sequence

- For Building area
  1. During an emergency, a fire alarm will sound, and all occupants will exit the building via a safe exit.

  2. The Fire Safety Director should be available to respond to the premises after being contacted by the fire department.

  3. Fire protection center's officer (substation control building or administration building) will immediately check the location on annunciator panel and inform firefighting team/rescue team to move to that position. (**Remark**: The firefighting team/rescue team access way must not be the same with the evacuation way.)
  4. After evacuation, each team leader must check the quantity of member.
  5. After finish firefighting, firefighting team/rescue team must return to fire protection centre and confirm the members, tools and equipments after that confirm to fire protection centre officer.

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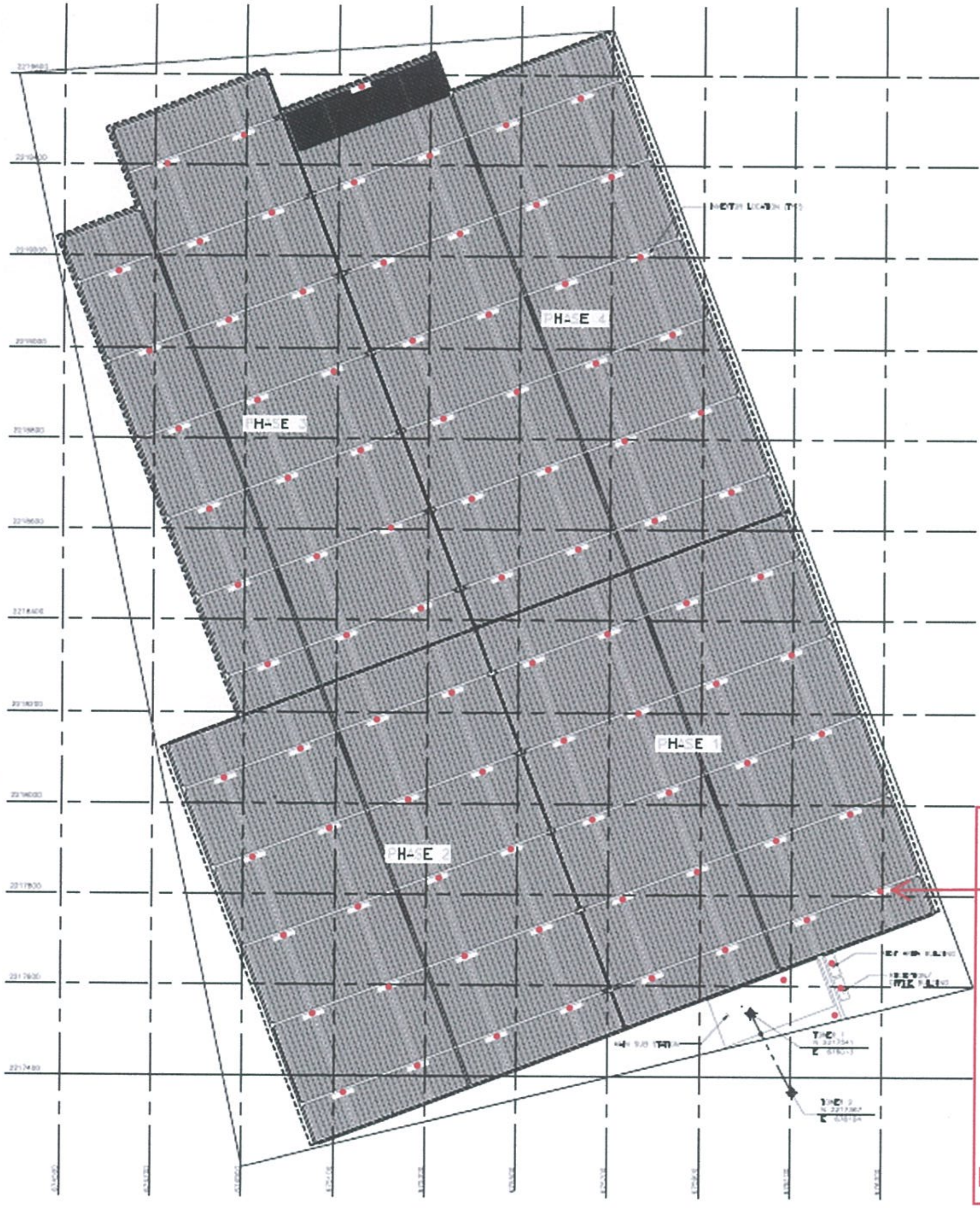
6. Each person / teams can restart the work again after confirmed from fire protection centre.
7. The instructions for occupants *In Case of Fire*, posted prominently on each building area, provide *quickly read* information on procedures to follow in the event of a fire. Use of this concept should/will ensure a systematic method of safe and orderly evacuation of the building in the event of fire.

- For PV plant and Substation
  1. If any detector can detect fire or addressable station manual is operated then the alarm sounder will sound (all units).
  2. All persons/teams who is located in power plant area must do follow safety procedure.
     - Stop all works.
     - Turn off all tools, equipments and engines (such as generator).
     - Evacuate to the nearest assembly point.(follow the emergency evacuation plan)
  3. Fire protection centre's officer (substation control building or administration building) will immediately check the location on annunciator panel and inform firefighting team/rescue team to move to that position. (**Remark**: The firefighting team/rescue team access way must not be the same with the evacuation way.)
  4. After evacuation, each team leader must check the quantity of member.
  5. After finish firefighting, firefighting team/rescue team must return to fire protection centre and confirm the members, tools and equipments after that confirm to fire protection centre officer.
  6. Each person / teams can restart the work again after confirmed from fire protection centre.
  7. The instructions for occupants *In Case of Fire*, posted prominently on Substation Control building and Inverter house, provide *quickly read* information on procedures to follow in the event of a fire. Use of this concept should/will ensure a systematic method of safe and orderly evacuation of the building in the event of fire.

Signature: ______________________ **Green Earth Power (Thailand) Co., Ltd.**

Supasit Pokinjaruras

Promoter and Director of GREEN EARTH POWER (THAILAND) CO., LTD.



85 BLOCKS

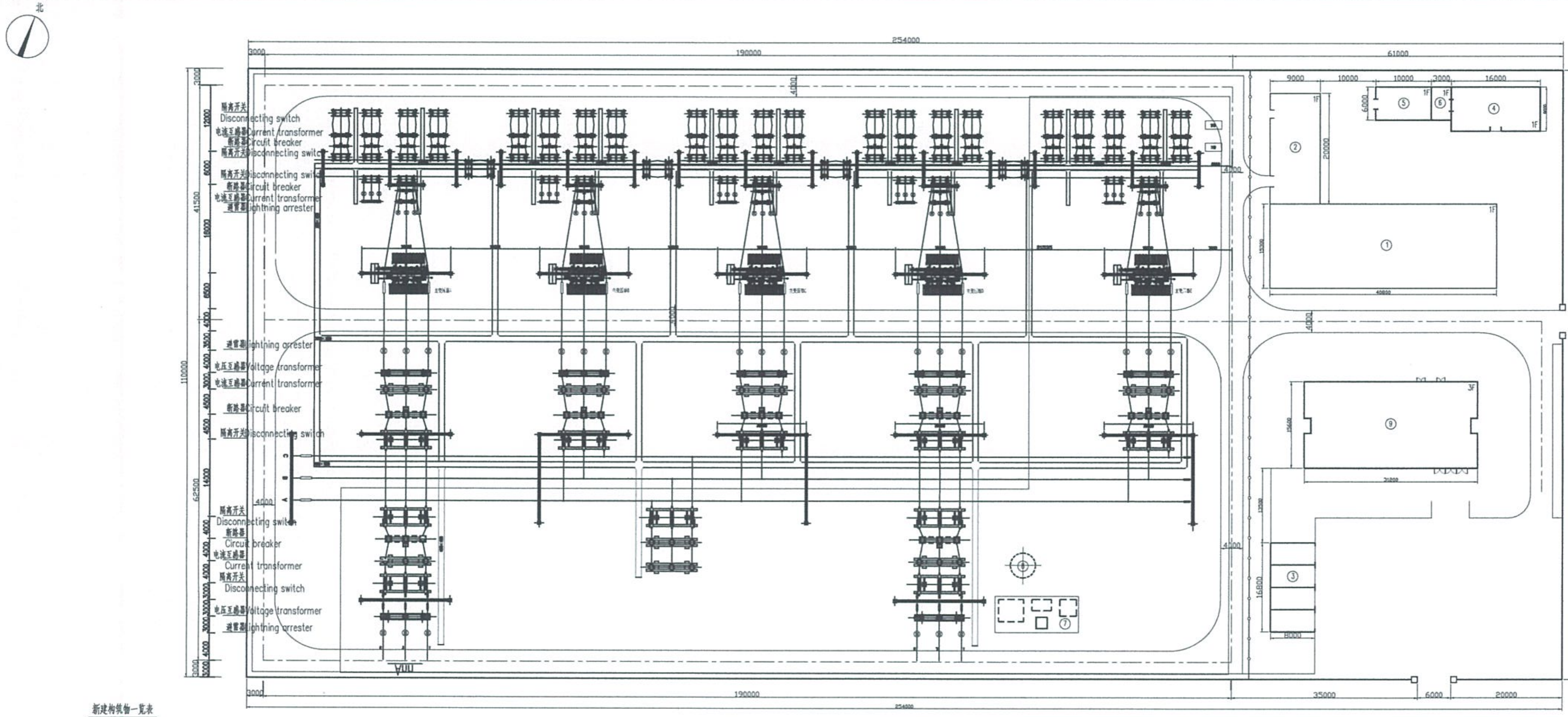
CLEAR PHASE DELINEATIONS

- 20 meter buffer
- Phase roads with sweeps
- N/S roads through each phase
- E/W roads through each block

-Fire Alarm System in each Inverter House including,
1. Heat Detector
2. Manual call point
3. Horn and strobe light
4. Fire Extinguisher

-Fire Alarm Signals will send to Fire Alarm Panel in control room
-Total Inverter House = 85 Inverters

Remark: "•" shows the locations of all buildings and the inverters



新建构筑物一览表
List of New Buildings/Structures

序号 S/N	名称 Designation	序号 S/N	名称 Designation
①	控制中心 Control Center	⑧	事故油池 Accident oil pool
②	配电室 Switch room	⑨	综合楼 Comprehensive building
③	车库 Garage		
④	检修材料库 Maintenance materials store		
⑤	消防泵房 Fire pump house		
⑥	深井泵房 Deep well pump house		
⑦	污水处理区 Sewage treatment plant		

图例
Graphical symbols

符号 Symbols	名称 Designation	符号 Symbols	名称 Designation
▭	本期建构筑物 New buildings/structures of this Phase	═	道路 Road
─▫─	围墙及大门 Fencing wall and gate		草坪及植物 Lawn and plants
▭	地下设施 Underground facilities		

230kV升压站总平面布置图
230 KV STEP-UP SUBSTATION GENERAL LAYOUT PLAN

-Fire Alarm System in each Each Building including,
1. Heat Detector
2. Smoke Detector
3. Manual call point
4. Horn and strobe light
5. Fire Extinguisher
6. Sprinker System (Transformer only)
-Fire Alarm Signals will send to Fire Alarm Panel in control room

河北省电力勘测设计研究院
230kV升压站总平面布置图
230 KV STEP-UP SUBSTATION GENERAL LAYOUT PLAN

The Government of the Republic of the Union of Myanmar
Ministry of National Planning and Economic Development
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter No: Ya Ka-10 / 1 / 2016 (02531)
Dated 18th February, 2016.

U Aung Thiha
Director
GEP (Myanmar) Co., Ltd.
Suite 213, 2nd Floor, Pearl Condo,
Kabar Aye Pagoda Road, Bahan Township, Yangon.

Subject : Certificate of Incorporation (Temporary) and Form of Permit (Temporary) Issued.

1. Upon the application of **GEP (Myanmar) Co., Ltd.** in accordance with Myanmar Companies Act, Certificate of Incorporation (Temporary) and Form of Permit (Temporary) are issued on 16th February, 2016 as Registration and Permit No. 906 FC/2015-2016 (YGN) by this office as a Private Company.

2. The purpose of issuance of these Certificates (Temporary) are to enable **GEP (Myanmar) Co., Ltd.** for the use of its name in compliance with the Myanmar Companies Act and the company needs to be comply with existing Laws, Rules and Regulations in carrying out the business mentioned in its Memorandum of Association.

3. The Certificate of Incorporation (Temporary) and Form of Permit (Temporary) will be replaced with original one after the completion of registration process. However, these Certificates (Temporary) will be revoked without reimbursement of registration fees if the application is not approved by the decision of high level.

For Director General,
(Nilar Mu - Director)

Copy to

Director General
Internal Revenue Department.

Managing Director
Myanma Foreign Trade Bank.

Managing Director
Myanma Investment and Commercial Bank.

Assistant General Manager
Myanma Economic Bank
General Manager
The Private Banks which have obtained Authorized Dealer License

\\Cr-pc16\MZK\Tempory(Zin)\Reg\GEP (Myanmar)\Issue & Permit.docx

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT
DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION
No.1, Thitsar Road, Yankin Township, Yangon

Letter No : Ya Ka – 10 / 1 / 2016 (02532)
Dated 17th February, 2016.

U Aung Thiha
Director
GEP (Myanmar) Co., Ltd.
Suite 213, 2nd Floor, Pearl Condo,
Kabar Aye Pagoda Road, Bahan Township, Yangon.

Subject: **Application for Permit.**

We have received your complete application of Permit on (16-2-2016).
We have prescribed the conditions to be attached to the permit after taking into consideration the activities to be carried out by the company in the Republic of the Union of Myanmar and the facts mentioned in the documents submitted by the company.

Before issuing the Permit (Original) we would like to seek your agreement with regard to the conditions to be attached to the permit. These conditions are listed in the Annexure.

The company is therefore kindly requested to study these conditions and send back the Annexure duly signed by the responsible official on behalf of company on before (17-3-2016).

If the conditions are acceptable, the company is requested to remit 50% of the prescribed amount US $ 150,000 (United States Dollar Fifty Thousand Only) in Foreign Currency acceptable to the Myanma Foreign Trade Bank/the Myanma Investment & Commercial Bank, and the Private Banks which have obtained Authorized Dealer License before (18-4-2016).

Unless the duly signed Annexure is received by that date it will be considered that the company is not taking interest to accept these conditions and subsequently your application for permit shall be cancelled.

Yours sincerely,

For Director General,
(Nilar Mu - Director)

c.c to
Director General
Internal Revenue Department.
Managing Director
Myanma Foreign Trade Bank.
Managing Director
Myanma Investment & Commercial Bank.
Assistant General Manager
Myanma Economic Bank
General Manager
The Private Banks which have obtained
Authorized Dealer License

} kindly requested to open a bank account if it is applied by the company.

Annexure

CONDITIONS UNDER WHICH THE PERMIT

NO. Dated Is Granted

(Notwithstanding anything contained in previous permit if any)

1.0 Full compliance with:

1.1 The legal requirements of Section 27 A of The Myanmar Companies Act and The Myanmar Companies Regulation, 1957.

1.2 Registration and filing of document under Section 277EA and 277EB of the Myanmar Companies Act.

2.0 Form "A" under the Myanmar Companies Regulations 1957 completed with the required information and the required documents attached to such application.

3.0 Duly signed and completed questionnaire to form part of the application form "A" for Permit or an application for renewal of such permit.

4.0 The permit will be for a definite period. No Foreign Company shall carry on or continue to carry on its business in the Republic of the Union of Myanmar unless it has obtained a Permit within such time as may be prescribed. (Section 27 A, Sub-Section 3).

5.0 The amount of the Minimum Issued and Paid-Up Capital of the Company must be **US $ 150,000.** The said amount of capital must be brought into the Republic of the Union of Myanmar in the foreign currency acceptable to the Myanma Foreign Trade Bank, the Myanma Investment and Commercial Bank and the Private Banks which have obtained Authorized Dealer License by telegraphic transfer or bank draft.

5.1 Foreign Capital of Minimum of fifty percent (50%) i.e **US $ 75,000** as an initial remittance before issue of Permit.

5.2 Balance of fifty percent (50%) i.e **US $ 75,000** as final remittance before the renewal of Permit.

5(A) **Myanmar Capital**

(N-A) 5(A)(1) Myanmar Capital of Minimum of fifty percent (50%) i.e K.------- to be paid before issue of Permit.

(N-A) 5(A)(2) Balance of fifty percent (50%) i.e K------ as final payment before the renewal of Permit.

6.0 The fees at the rate prescribed in Table B of the First Schedule to the Myanmar Companies Act, according to the Capital brought into the Republic of the Union of Myanmar shall be paid in foreign currency in favour of the Ministry of National Planning and Economic Development.

7.0 Application for the renewal of this permit is to be made before (30) days prior to the date of expiry.

8.0 Any alteration of the Memorandum and Articles of Association should be notified for amendment to the condition in the Permit at the time of renewal.

9.0 In case of Branch Office, is shall carry out its business only if the said minimum capital mentioned in Articles 5 is transferred from the Parent Company into the Bank which can operate in foreign currency in Myanmar.

10.0 In the case of a company incorporated in the Republic of the Union of Myanmar or a Branch Office it must remain solvent.

11.0 Proper books of accounts and record must be maintained on acceptable commercial principles in accordance with the Section 130 of the Myanmar Companies Act.

12.0 The permit shall be cancelled or suspended if the foreign branch/company of any of the officer or agent as such, commits any of the followings:-

(a) an offence under the Myanmar Tax Laws;
(b) an offence under the Foreign Exchange Control Regulations Act 1947;
(c) an offence under the Sea Customs Act;
(d) any other offence in respect of which the company is liable to punishment under any law for the time being in force(including the Myanmar Companies Act.);
(e) breach of any of the conditions provided in the Permit issued by Myanmar Investment Commission and any conditions prescribed by the commission and
(f) breach of any of the conditions provided in this permit.

13.0 (N-A) Any remittance paid to ______________________ under the ______________ as a down payment is not to be treated as the remittance mentioned in the conditions No.5.0.

14.0 In the Memorandum of Association of the Company to be incorporated in the Republic of the Union of Myanmar the Authorized Capital must be a minimum of **US $ 150,000** (United States Dollar One Hundred and Fifty Thousand Only) or equivalent in K.-------. I have read the above conditions to be attached to the permit thoroughly and I agree to adhere to these conditions.

Signature - ------------------------------
Name - ------------------------------
Title - ------------------------------
Address - ------------------------------
On behalf of - ------------------------------

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT
COMPANIES REGISTRATION OFFICE

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၉၀၆ အက်ဖ်စီ/ ၂၀၁၅–၂၀၁၆ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ဂျီအီးပီ (မြန်မာ) ကုမ္ပဏီ လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၆ နှစ်၊ ဖေဖော်ဝါရီ လ၊ ၁၆ ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. 906 FC of 2015-2016 (YGN)

I hereby certify that GEP (MYANMAR) COMPANY LIMITED is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Yangon this SIXTEENTH day of FEBRUARY, TWO THOUSAND AND SIXTEEN.

For Director General
(Nilar Mu - Director)
Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်(ယာယီ)သည် မှတ်ပုံတင်ရက်စွဲ (၁၆–၂–၁၆) မှ (၁၅–၈–၁၆)ရက်နေ့အထိ (၆)လ သက်တမ်း အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်း မှတ်ပုံတင် လက်မှတ် (မူရင်း)နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT
COMPANIES REGISTRATION OFFICE

Permit No. 906 FC/2015-2016 (YGN)

Date 16th February, 2016

The Ministry of National Planning and Economic Development of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the GEP (MYANMAR) COMPANY LIMITED in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	GEP (Myanmar) Co., Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon.
(4)	The object for which the company is formed (field of business).	Mentioned in back page.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	USD 500,000,000 divided into 500,000,000 shares of USD 1 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	February 16, 2016 to August 15, 2016. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General
(Nilar Mu - Director)
Directorate of Investment and Company Administration

1. To produce, provide and distribute electricity using solar power and any other natural sources which the company deems appropriate.
2. To develop, construct and operate 220MW DC solar power plants.
3. To conduct feasibility study on new project, projects formulation, project appraisal and project evaluation.
4. To build Transmission Towers, Cable Stringing, Transmission Tower Routing, Investigation, and other related services for Electric Power Generation.

For Director General
(Thet Paing, Deputy Director)

The business objectives mentioned in the Memorandum of Association shall be allowed to perform. If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဂျီအီးပီ (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့ မှတ်တမ်း

နှင့်

သင်းဖွဲ့ စည်းမျဉ်းများ

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

GEP (Myanmar) COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျီအီးပီ (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့ မှတ်တမ်း

၁။ ကုမ္ပဏီ၏ အမည်သည် ဂျီအီးပီ (မြန်မာ) ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ (၅၀၀,၀၀၀,၀၀၀) တိတိ/- (အမေရိကန်ဒေါ်လာ သန်းငါးရာတိတိ) ဖြစ်၍ အမေရိကန်ဒေါ်လာ (၁) ဒေါ်လာတိတိ/- (အမေရိကန်ဒေါ်လာ တစ်ဒေါ်လာတိတိ/-) တန် အစုရှယ်ယာပေါင်း (၅၀၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေ ပြဋ္ဌာန်း ချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

(က) နေရောင်ခြည်စွမ်းအင်နှင့်ကုမ္ပဏီက သင့်လျော်သည်ဟုယူဆသည့် အခြားသဘာဝအရင်းအမြစ်များကို အသုံးပြု၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ခြင်းနှင့် ဖြန့်ဖြူးခြင်း။

(ခ) ၂၂၀ မဂ္ဂါဝပ်ဒီစီ နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ် ထုတ်လုပ်ရေးစက်ရုံ တစ်ခုအား တည်ဆောက်မောင်းနှင်ခြင်း။

(ဂ) လျှပ်စစ်ဓါတ်အားခွဲရုံများ တည်ဆောက်ခြင်း၊ ထိန်းသိမ်းခြင်း နှင့် အဆင့်မြှင့်တင်ခြင်းလုပ်ငန်း။

(ဃ)ဓာတ်အားပို့တာဂါတိုင်များ တည်ဆောက်ခြင်း၊ ဓာတ်အားကြိုးသွယ်တန်းခြင်း၊ ဓာတ်အားပို့တာဝါဆိုင်ရာ လမ်းကြောင်းသွယ်တန်းခြင်း၊ စစ်ဆေးခြင်းနှင့် လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ခြင်းဆိုင်ရာ အခြားဝန်ဆောင်မှု လုပ်ငန်းများဆောင်ရွက်ခြင်း။

၇။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြား မည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများ မှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင် ဆောင်ရွက်ခြင်း မပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီ သင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်း ရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက် ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာ ပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခု ဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Green Earth Power (Thailand) Co., Ltd. Level 18, Park Ventures Ecoplex, 57 Wireless Rd, Lumpini, Pathumwan, Bangkok 10330. Represented by U Aung Thiha 123 (A), Shwegondine Road, Bahan Township, Yangon, Myanmar.	Incorporated in Thailand Co. Registration No. 0105528015200 Myanmar NRC No : 12/BhaHaNa (Naing) 079226	149,999	
2.	Mr. Supasit Pokinjaruras 114/16, Millenium Residence, Tower C Sukhumvit 20, Bangkok 10110, Thailand.	Thailand Passport No : AA2417967	1	

ရန်ကုန်။ နေ့စွဲ၊ 27 JAN 2016 ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ် ရေးထိုးကြပါသည်။

Thida Cho Win
Certified Public Accountant &
Financial Consultant

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျီအီးပီ (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့ စည်းမျဉ်းများ

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ'က'ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုး သက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်သော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်)တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများ ပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ (၅၀၀,၀၀၀,၀၀၀) တိတိ/- (အမေရိကန် ဒေါ်လာ သန်းငါးရာတိတိ) ဖြစ်၍ အမေရိကန်ဒေါ်လာ (၁) ဒေါ်လာတိတိ/- (အမေရိကန်ဒေါ်လာ တစ်ဒေါ်လာတိတိ)တန် အစုရှယ်ယာပေါင်း (၅၀၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကို ဆောင်ရွက် နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြား ပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍ သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံ တောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့် အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှု တစ်ခုအတွက် အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦး ထက်မနည်း (၁၀) ဦးထက် မများစေရ။

ပထမဒါရိုက်တာများသည်-

(၁) U Aung Thiha

(၂) Mr.Supasit Pokinjaruras

(၃)

(၄)

(၅)

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဥက္ကာပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်း ဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေး အထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့် ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူ ကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါ အားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံ တောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့် အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှု တစ်ခုအတွက် အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦး ထက်မနည်း (၁၀) ဦးထက် မများစေရ။

ပထမဒါရိုက်တာများသည်-

(၁) U Aung Thiha

(၂) Mr.Supasit Pokinjaruras

(၃)

(၄)

(၅)

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဥဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်း ဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန် ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေး အထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့် ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူ ကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေအာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေငြာသည်။ အာဏာဆိုသည်မှာ-

(၁) ဒါရိုက်တာများသင့်လျော်သည်ဟု ယူဆသောတန်ဖိုးနှင့် စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီက ရယူရန် အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကို မဆို ဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီက ပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကို မဆို သင့်တော်သော စည်းကမ်းချက်များ သတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ် အဆိုပါ ချေးငှားသော ငွေကြေးများကို ပြန်လည် ပေးဆပ်ရန်အတွက် အာမခံများ ထားရှိရန်အပြင် အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာ အနေဖြင့် သော်လည်းကောင်း၊ သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန် နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေ ပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့ မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့် လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာ ခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများ အတွက် ငွေများတောင်းခံ ခေါ်ယူ၍ သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့် အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များ နှင့် ဝန်ထမ်းများကို အမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများ အတွက်လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြား ငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလို ဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့် အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကို ဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်းဒါရိုက်တာ၊ အထွေထွေမန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲမန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများ အားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကို ဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းချက်များဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ် စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ စုံစမ်းကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့် ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦး နှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသော တောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ ကိုယ်စားဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ် ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စား မည်သူက လက်မှတ်ရေးထိုးခွင့် ရှိသည်ကို စီစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သော နည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလ အားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြားပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါပေါင်နှံခြင်း ဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင် သဘောတူညီချက်များနှင့် ဥပဒေ ပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီက ခန့်ထားသော မည်သည့် အရာရှိ သို့မဟုတ် ပုဂ္ဂိုလ်ကို မဆို အတိအကျ ဆောင်ရွက်ခဲ့သည့် လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များ ခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊ အရာရှိများ၊ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင် ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စများကို လည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ် များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေး အဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံး တစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သတ်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်း မပြုရ။ ဤတွင် အခြားနည်း သတ်မှတ် ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ် ရာခိုင်နှုန်း ထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင် တက်ရောက်လျှင် လုပ်ငန်းကိစ္စ အားလုံးဆောင်ရွက်ရန် အတွက် အစည်းအဝေး အထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင် အရေအတွက် နှစ်ဦးတည်း သာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာ နှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ဒါရိုက်တာအဖွဲ့သည် ကုမ္ပဏီက ကြားဖြတ်အမြတ်ဝေစုပေးရန် လုံလောက်သော အကျိုးအမြတ်ရရှိသည် ဟု ယူဆသည့်အခါ အစုရှယ်ယာရှင်များအား အဆိုပါ ကြားဖြတ်အမြတ်ဝေစုကို အခါအားလျော်စွာ ပေးအပ်နိုင်ပြီး အမြတ်ဝေစု ခွဲဝေပေးအပ်ပြီး ဖြစ်ပါက အဆိုပါ ကိစ္စရပ်ကို ထိုသို့ အမြတ်ဝေစု ပေးအပ်ပြီးနောက် ကျင်းပသော အစုရှယ်ယာရှင်များ အစည်းအဝေးတွင် အစုရှယ်ယာရှင်များအား အစီရင်ခံ တင်ပြရမည်။

အမြတ်ဝေစုများ နှင့် ကြားဖြတ် အမြတ်ဝေစုများကို ခွဲဝေ ပေးအပ်ခြင်း ကိစ္စအား အစုရှယ်ယာရှင်များ အစည်းအဝေး သို့မဟုတ် ဒါရိုက်တာအဖွဲ့အစည်းအဝေးက ဆုံးဖြတ်ချက် ချမှတ်သည့် နေ့ရက်မှ တစ် (၁) လအတွင်း ဆောင်ရွက်ရမည်။ ထို့အပြင် အမြတ်ဝေစုများ ခွဲဝေပေးခြင်းဆိုင်ရာ အကြောင်းကြားစာကို အစုရှယ်ယာရှင်များထံ ပေးပို့ရမည်။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မီသူ ပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်းပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များ ကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေ များကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်လုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာ လုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေးဂျင်း ဒါရိုက်တာအား တာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိ ထိန်းသိမ်းဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်များနှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများ သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်း ထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများ နှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာ ထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ် ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆(ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲ ဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူးသို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန်ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့် ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာ ပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခု ဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Green Earth Power (Thailand) Co., Ltd. Level 18, Park Ventures Ecoplex, 57 Wireless Rd, Lumpini, Pathumwan, Bangkok. Represented by U Aung Thiha 123 (A), Shwegondine Road, Bahan Township, Yangon, Myanmar.	Incorporated in Thailand Co. Registration No. 0105528015200 Myanmar NRC No : 12/BhaHaNa (Naing) 079226	149,999	[signature]
2.	Mr. Supasit Pokinjaruras 114/16, Millenium Residence, Tower C Sukhumvit 20, Bangkok 10110, Thailand.	Thailand Passport No : AA2417967	1	[signature]

ရန်ကုန်။ နေ့စွဲ၊ 27 JAN 2016 ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ် ရေးထိုးကြပါသည်။

Thida Cho Win
Certified Public Accountant &
Financial Consultant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

OF

GEP (MYANMAR) COMPANY LIMITED

❖❖❖❖❖❖❖

I. The name of the Company is GEP (MYANMAR) COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is US$ 500,000,000/-(Five hundred million United States Dollars Only) divided into 500,000,000 (Five hundred million) shares of US$ 1.00/- (One United State Dollar Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

VI. **The Objective For Which The company is established are:**

a. to produce, provide and distribute electricity using solar power and any other natural sources which the Company deems appropriate;

b. to develop, construct and operate 220MW DC solar power plants; and

c. to conduct feasibility study on new projects, projects formulation, project appraisal and project evaluation.

d. To build Transmission Towers, Cable Stringing, Transmission Tower Routing, Investigation, and other related services for Electric Power Generation

VII. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so for as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers.	Nationality & N.R.C No	Number of shares taken	Signatures
1.	Green Earth Power (Thailand) Co., Ltd. Level 18, Park Ventures Ecoplex, 57 Wireless Rd, Lumpini, Pathumwan, Bangkok. Represented by U Aung Thiha 123 (A), Shwegondine Road, Bahan Township, Yangon, Myanmar.	Incorporated in Thailand Co. Registration No. 0105528015200 Myanmar NRC No : 12/BhaHaNa (Naing) 079226	149,999	[signature]
2.	Mr. Supasit Pokinjaruras 114/16, Millenium Residence, Tower C Sukhumvit 20, Bangkok 10110, Thailand.	Thailand Passport No : AA2417967	1	[signature]

Yangon Dated the day of 27 JAN 2016

It is hereby certified that the persons mentioned above put their Signatures in my presence.

Thida Cho Win
Certified Public Accountant &
Financial Consultant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

OF

GEP (MYANMAR) COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   (a) *The number of the Company, exclusive of persons who are* in *the employment of the Company, shall be limited to fifty.*

   (b) *Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company* is *hereby prohibited.*

CAPITAL AND SHARES

3. The authorised capital of the Company is US$ 500,000,000/- (Five hundred million United States Dollars Only) divided into 500,000,000 (Five hundred million) shares of US$ 1/- (One United States Dollars Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by installments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

   The First Directors shall be: -

   (1) Mr. Aung Thiha

   (2) Mr. Supasit Pokinjaruras

   (3)

   (4)

   (5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power.

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards .

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

The board of directors may from time to time pay interim dividends to the shareholders when it considers that the Company has generated sufficient profits to do so, and when the dividends have already been distributed, shall report to the shareholders in the subsequent shareholders' meeting.

The distribution of dividends and interim dividends shall be made within one (1) month from the date on which the resolution of a shareholders' meeting or the board of directors' meeting is passed, as the case may be, provided that a written notice on the distribution of dividends shall be delivered to the shareholders.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance ofthisArticles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers.	Nationality & N.R.C No	Number of shares taken	Signatures
1.	Green Earth Power (Thailand) Co., Ltd. Level 18, Park Ventures Ecoplex, 57 Wireless Rd, Lumpini, Pathumwan, Bangkok. Represented by U Aung Thiha 123 (A), Shwegondine Road, Bahan Township, Yangon, Myanmar.	Incorporated in Thailand Co. Registration No. 0105528015200 Myanmar NRC No : 12/BhaHaNa (Naing) 079226	149,999	[signature]
2.	Mr. Supasit Pokinjaruras 114/16, Millenium Residence, Tower C Sukhumvit 20, Bangkok 10110, Thailand.	Thailand Passport No : AA2417967	1	[signature]

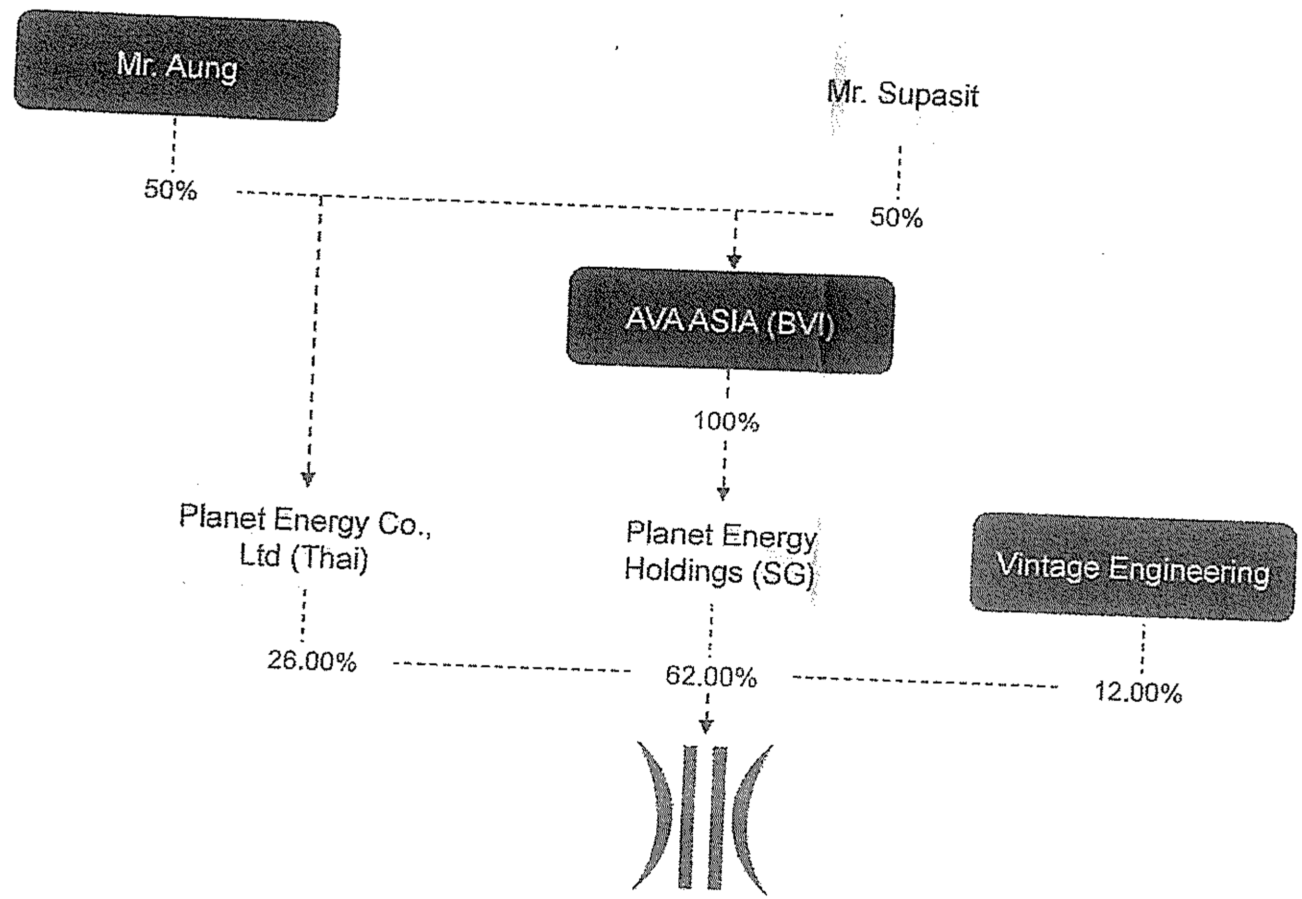
Yangon Dated the day of 27 JAN 2016

It is hereby certified that the persons mentioned above put their signatures in my presence.

Thida Cho Win
Certified Public Accountant &
Financial Consultant

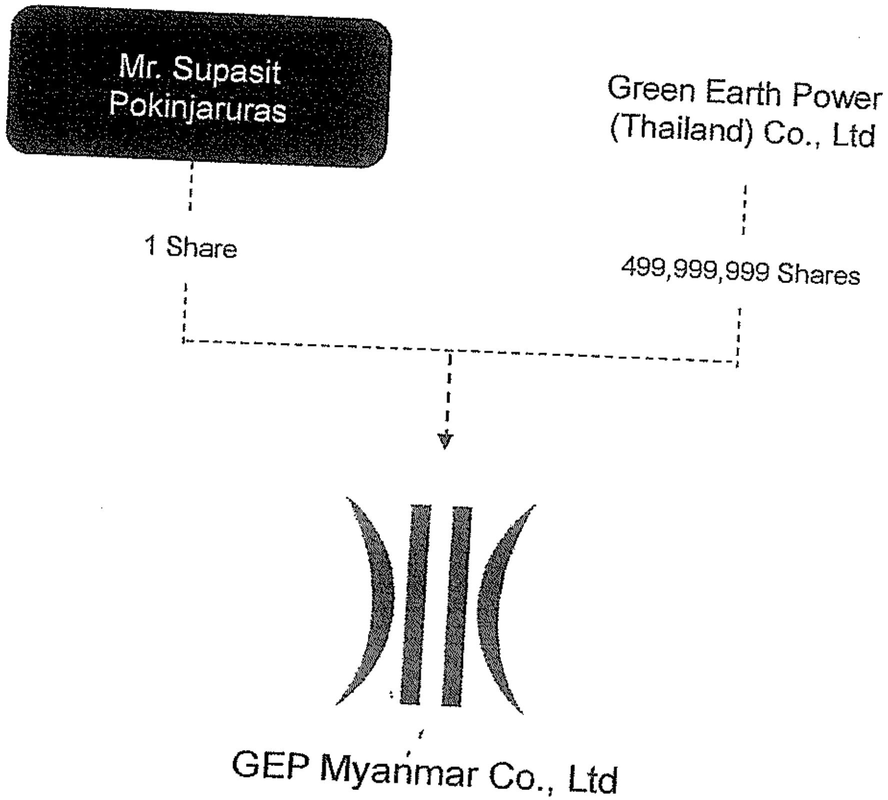
Appendix - 3

Green Earth Power (Thailand) Co., Ltd. Corporate Structure



GEP Myanmar Co., Ltd's Company Structure

- Authorized capital is 100% from abroad



Board of Director

1. Name: Mr. Supasit Pokinjaruras
   Citizenship: Thai
   Address: Level 18, Park Ventures Ecoplex, 57 Wireless Road, Lumpini, Pathumwan, Bangkok, Thailand, 10330
   Occupation: Managing Directors of Green Earth Power (Thailand) Co., Ltd

2. Name: Mr. Aung Thiha
   Citizenship: Myanmar
   Address: 123 (A) Shwegondine Road, Bahan Township, Yangon, Myanmar
   Occupation: Executive Director of Green Earth Power (Thailand) Co., Ltd

GREEN EARTH POWER (THAILAND) CO., LTD.
Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

220 MW Solar Power Plant

Director List

1 Name : Mr. Supasit Pokinjaruras
Passport No. : AA2417967
Nationality : Thai
Address : 63 Anthenee Tower, 30 th Floor, Suit 3006, Wireless Road,
: Lumpini, Pathumwan, Bangkok 10330, Thailand
Designation : Director
Shareholding : 1 Share

2 Name : U Aung Thiha
NRC No. : 12/BaHaNa(Naing)079226
Nationality : Myanmar
Address : 123(A), West Shwegonedine Road,
: Bahan Township, Yangon.
Designation : Director
Shareholding : 0 Share

INFORMATION RESOURCES

AUDIT FIRMS

Name	:	Juthamas Lertpanyayotin

DIRECTOR(S)

Name	:	Aung Thiha
Passport Number	:	MB197269
Nationality	:	Myanmar
Position held	:	Director

Name	:	Supasit Pokinjaruras
Passport Number	:	AA2417967
Nationality	:	Thai
Position held	:	Director

Name	:	Soraj Rojanabenjakul
Passport Number	:	AA5551127
Nationality	:	Thai
Position held	:	Director

Name	:	David William Yang
Passport Number	:	488520546
Nationality	:	United States of America
Position held	:	Director

Name	:	Foong Sai Kong
Passport Number	:	A32552454
Nationality	:	Malaysia
Position held	:	Director

INFORMATION RESOURCES

SHAREHOLDER(S)

Name	:	Cora Quiletorio
Passport Number	:	M928247
Nationality/ Place of Incorporation	:	Thai
Address	:	Soi Charoenmitr, Phra Khanong Nuea Subdistrict, Wattana District, Bangkok
Number of Shares	:	36,544 Shares
		3,654,400 Baht

Name	:	Supasit Pokinjaruras
Passport Number	:	AA2417967
Nationality/ Place of Incorporation	:	Thai
Address	:	114/16 Millenium Residence Tower C, Sukhumvit 20, Bangkok 10110, Thailand
Number of Shares	:	30,420 Shares
		3,042,000 Baht

Name : Planet Energy Holdings PTE. Ltd.

Passport Number : -

Nationality/ Place of Incorporation : Singapore

Address : 1 Raffles Place, #28-02 One Raffles Place, Singapore 048616

Number of Shares : 159,686 Shares

15,968,600 Baht

Name : Vintage Engineering Public Company Limited

Passport Number : -

Nationality/ Place of Incorporation : Thai

Address : 128 Soi Liang Muang Nonthaburi 10, Tambon Bangkrasor,

Amphur Muang Nonthaburi, Nonthaburi

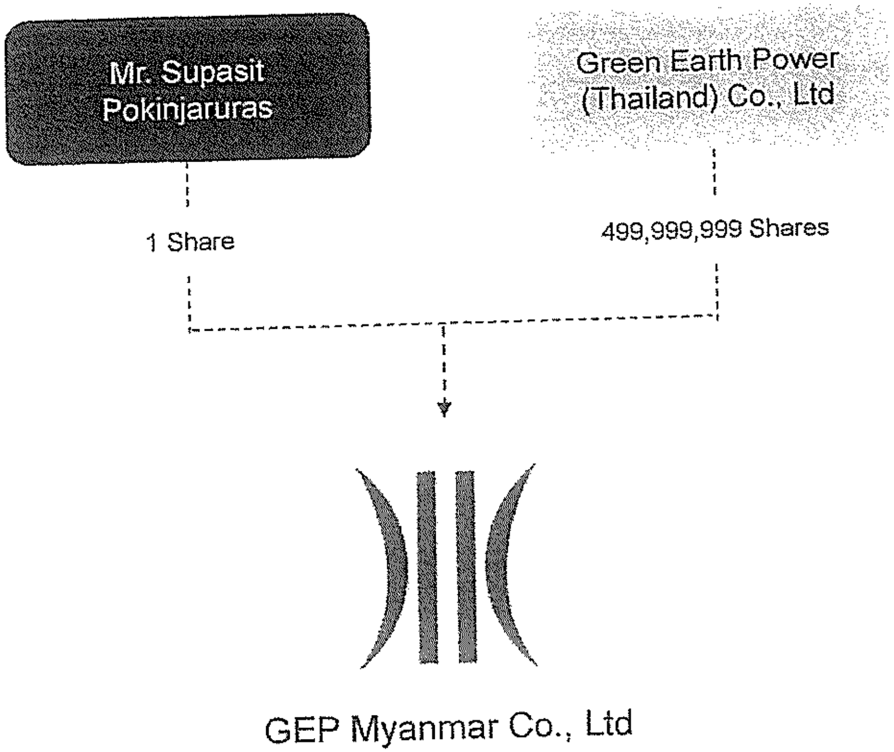
Number of Shares : 30,908 Shares

3,090,800 Baht

Appendix 6

GEP Myanmar Co., Ltd's Company Structure

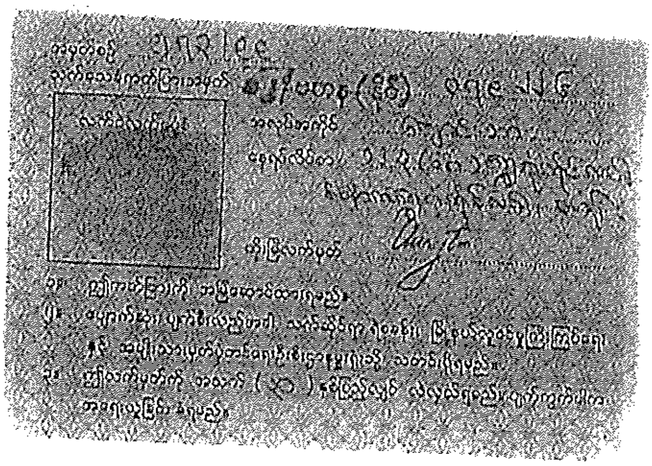
- Authorized capital is 100% from abroad



Board of Director

1.	Name	Mr. Supasit Pokinjaruras
	Citizenship	Thai
	Address	Level 18, Park Ventures Ecoplex, 57 Wireless Road, Lumpini, Pathumwan, Bangkok, Thailand, 10330
	Occupation	Managing Directors of Green Earth Power (Thailand) Co., Ltd
2.	Name	Mr. Aung Thiha
	Citizenship	Myanmar
	Address	123 (A) Shwegondine Road, Bahan Township, Yangon, Myanmar
	Occupation	Executive Director of Green Earth Power (Thailand) Co., Ltd


16 JUN 1999



Passport No.
AA2417967

Thailand

PASSPORT



Type	Country code	Passport No.
P	THA	AA2417967

Surname
POKINJARURAS

Title / Name
MR. SUPASIT

Name in Thai
นาย ศุภสิทธิ์ โภคินจารุรัศมี

Nationality	Date of birth	Personal No.
THAI	09 SEP 1982	3100901946471

Sex	Height	Place of birth
M	1.72	BANGKOK

Date of issue	Issuing Authority
18 NOV 2013	MINISTRY OF FOREIGN AFFAIRS

Date of expiry
17 NOV 2018

P<THAPOKINJARURAS<<SUPASIT<<<<<<<<<<<<<<<<<<<

AA24179678THA8209094M18111793100901946471<74

(Translation)

(True Copy)
-Signature-
(Mr. Sakon Keawnern)
Registrar

Articles of Association
of
Green Earth Power (Thailand) Co., Ltd.

Chapter 1. General Provisions

Article 1. Unless otherwise provided in these Articles of Association, the provisions of the Civil and Commercial Code regarding limited companies shall apply.

Article 2. Where it is expedient to amend these Articles of Association, a proposal shall be made to a general meeting of shareholders for such amendment in accordance with the law.

Chapter 2. Shares and Shareholders

Article 3. The shares of the Company shall consist of ordinary shares which are divided into two (2) groups as follows:

(1) Group A Shares: Eighty – eight (88) percent of the total issued ordinary shares; and

(2) Group B Shares: Twelve (12) percent of the total issued ordinary shares.

The shareholders of Group A Shares are collectively referred to as the **Group A Shareholders**, and the shareholders of Group B Shares are collectively referred to as the **Group B Shareholders**. Unless otherwise provided in these Articles of Association, both groups of shares shall have same rights and status.

Article 4. The Company shall not own its shares nor take them in pledge.

Article 5. The Company shall issue share certificates to the shareholders within two (2) months from the date that the Company has received payment for the shares in full.

Article 6. Each share certificate shall bear the signature of at least one (1) director together with the Company's seal and shall have the statement "the transfer, sale, pledge, creation of obligations or other disposal of shares in accordance with the share certificate shall be under the terms as specified in these Articles of Association of the Company."

Chapter 3. Share Transfer

Article 7. A share transfer must be in writing, and shall be executed by the transferor and the transferee, and confirmed by at least one (1) witness. A transfer of shares shall have the full effect against the Company or the third parties only when the Company has registered such transfer in the register of the shareholders.

Signed -Signature- Director
(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED..

SorJor.314:49

(Translation)

Article 8. If the transferee is desirous to obtain a new share certificate, he/she shall make a request in writing signed by the transferee and certified by at least one (1) witness and must return the previous share certificate or other evidence to the Company. In this regard, if the Company is of the view that the share transfer is lawful, the Company shall register such share transfer within seven (7) days from receipt of such request, and shall issue a new share certificate within one (1) month from receipt of such request.

Article 9. A person, who subrogates the right of a shareholder by means of inheritance or court order, shall provide lawful evidence to the Company, and the Company will register such other person as a shareholder.

Chapter 4. Directors

Article 10. A Board of Directors of the Company shall be elected by the shareholders at a general meeting to carry out the Company's business under the control of the shareholders and subject to these Articles of Association.

A director may be a shareholder of the Company.

Article 11. The Board of Directors of the Company shall consist of a maximum of seven (7) directors: five (5) directors (**"Group A Directors"**) shall be appointed upon the nomination of Group A Shareholders and two (2) directors (**"Group B Directors"**) shall be appointed upon the nomination of Group B Shareholders.

Article 12. A general meeting of shareholders shall appoint or remove the directors of the Company.

The shareholders shall vote to appoint and remove a director nominated by another group of shareholders in accordance with their respective entitlement under Article 11. However, the shareholders may vote to remove a director due to his or her willful failure or misconduct in performing his or her duties as required by the applicable law or for disqualification of a director under the applicable law.

Article 13. The chairman of the Board of Directors shall be elected from a director of Group A Directors.

If the Board of Directors deems it appropriate, the Board of Directors may appoint a director(s) as a vice chairman. The vice chairman shall have the duties pursuant to the Articles of Association in respect of the business delegated by the chairman of the Board of Directors.

The chairman and vice chairman (if any) of the Board of Directors shall be entitled to vote at the Board of Directors' meeting in his or her capacity as a director.

Signed -Signature- Director

(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED..

(Translation)

Article 14. Any vacancy among the directors, otherwise than by rotation, may be filled by the Board of Directors, upon nomination by that group of shareholders who nominated the directors whose office has become vacated but any person so appointed shall retain the office during such time only as the vacating director is entitled to retain the same.

If the number of directors is reduced below the number necessary to form a quorum, the subsisting directors shall act on behalf of the Board of Directors for the purpose of only appointing the directors in a number necessary to form a quorum, or to summon a general meeting of shareholders to appoint directors to fill the vacancies.

Article 15. The Board of Directors shall convene meetings as often as may be necessary for the proper operation and management of the Company, except in the case that all the directors waive the right or agree to have the invitation letter sent at a shorter notice. The notice to the Board of Directors' meeting shall be given to each director at least five (5) days prior to the meeting date by registered mail, facsimile or e-mail.

Article 16. At all meetings of the Board of Directors, a quorum shall consist of not less than half (1/2) of the total number of directors. At least one (1) director from Group B Directors shall attend the meeting from the beginning to the end of each meeting.

If a quorum is not present within half an hour from the meeting time or during the course of the meeting, the director(s) present shall adjourn and call for a new Board of Directors' meeting in a specified place and time not less than five (5) Business Days from the date of the previous meeting.

The chairman of the Board of Directors shall preside over the meetings of the Board of Directors. If the chairman is not present at a meeting or the chairman cannot perform his or her duty, and the vice chairman is present, the vice chairman shall be preside as the chairman of such meeting. If there is no such vice chairman or the vice chairman is not present at the meeting or cannot perform his or her duty, the present directors shall choose one of the Group A Directors to be the chairman of such meeting.

Article 17. Decisions at any meeting of the Board of Directors shall be decided by a majority of votes of those directors present at the meeting and entitled to vote. Each director shall have one (1) vote. In the case of an equality of votes, the chairman of the meeting shall have a casting vote, the following matters (**"Reserved Matters"**) shall be passed by a simple majority of votes of those directors present at the meeting and entitled to vote, and must consist of the vote of at least one (1) director from the Group B Directors.

(1) Approval of the annual budget;

(2) Approval of the investment plan;

(3) Approval of investment in any power plant project except for the solar power plant project with the capacity of 220 MW located in

Signed _________-Signature-_________ Director

(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED.......[signature]........

(Translation)

Minbu, the Republic of the Union of Myanmar (**"Myanmar"**) (**"the 220MW Solar Power Plant Project"**);

(4) Entering into any agreement with a value exceeding Baht fifty (50) million which has not been stated in the annual budget or the investment plan approved by the Board of Directors;

(5) Incurrence of financial indebtedness (including borrowings and issuance of debt securities) by the Company in excess of Baht one hundred (100) million or its equivalent in a single transaction or series of related transactions over a twelve (12) month period, including the creation of any security interest to secure such financial indebtedness;

(6) Determination of the dividend policy and approval of dividend payments of the Company;

(7) Determination of the dividend policy and approval of dividend payments of the project company established in the Myanmar for developing and operating the 220 MW Solar Power Plant Project; and

(8) Capital increase and decrease of the Company.

Article 18. The Board of Directors shall carry out the business of the Company. In carrying out the business, the directors shall perform their duties in compliance with the laws, the objectives and the Articles of Associations of the Company, as well as the resolutions of the general meetings of shareholders, honestly and prudently with a view to protect the interest of the Company.

The Board of Directors may specify the number or name of the directors who are authorized to sign to bind the Company.

Chapter 5. General Meetings

Article 19. An annual general meeting of shareholders shall be held within six (6) months after the date of registration of the Company, and shall subsequently be held once a year thereafter. Such general meetings are referred to as the "ordinary general meetings", and all other general meetings are referred to as the "extraordinary general meetings".

Article 20. The Board of Directors may summon any extraordinary general meeting whenever they deem it appropriate or if a requisition to that effect is made in writing by shareholders holding in aggregate of not less than one-fifth (1/5) of the shares of the Company. The requisition must clearly specify the reason for which the meeting is required to be summoned. In this regard, the Board of Directors must convene a general meeting of shareholders within thirty (30) days from receipt of such requisition from the shareholders.

Signed -Signature- Director
(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED........................

(Translation)

Article 21. A notice summoning every meeting of shareholders shall be published at least once (1) time in a local newspaper at least seven (7) days prior to the meeting date and shall be sent, by registered mail, to all shareholders whose names appear in the register of shareholders at least seven (7) days prior to the meeting date, with the exception of a notice for summoning a general meeting for the matters requiring a special resolution where such notice must be sent at least fourteen (14) days prior to the meeting date.

Article 22 A shareholder who cannot attend a meeting personally may appoint a proxy to attend a meeting on his or her behalf.

Article 23. The chairman of the Board of Directors shall preside over a general meeting of shareholders. If the chairman of the Board of Directors is not present at a meeting or the chairman cannot perform his or her duty, the vice chairman shall be elected to be the chairman of such meeting. If there is no such vice chairman or the vice chairman is not present at the meeting or cannot perform his or her duty, the shareholders present shall choose one (1) of Group A Shareholders to be the chairman of such meeting.

Article 24. A quorum of a general meeting of shareholders shall consist of shareholders attending the meeting in person or by proxy representing at least one-fourth (1/4) of the capital of the Company throughout the meeting.

Article 25. In voting at a general meeting of shareholders, each shareholder shall have one (1) vote for one (1) share held by him or her. A shareholder who has a conflict interest in a resolution cannot vote on such resolution, with the exception of voting for appointment of the directors. All resolutions shall require the majority vote of shareholders present at the meeting and entitled to vote. In the case of an equality of votes, the chairman of the meeting shall be entitled to a casting vote.

In all voting at a general meeting of shareholders, the resolutions shall require the majority vote of shareholders present at the meeting and entitled to vote.

The following matters shall also require the majority vote of shareholders present at the meeting and entitled to vote and must consist of the vote of at one of Group B shareholders:

(1) The matters where a special resolution is required under applicable laws, which include:

(a) Any amendment of the Articles of Association of the Company and/or the Memorandum;

(b) The liquidation or dissolution of the Company;

(c) The capital increase and decrease of the Company;

(d) The amalgamation with another company;

Signed_____-Signature-_____Director

(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED..

(Translation)

(e) The issuance of new shares as fully or partially paid-up other than in money; and

(f) The conversion of the Company to a public company.

(2) The Shareholders Reserved Matters ("**Shareholders Reserved Matters**") which are as follows:

(a) Entering into any agreement with a value exceeding the registered capital of the Company; and

(b) Incurrence of financial indebtedness (including borrowings and issuance of debt securities) by the Company in excess of the registered capital of the Company, including creation of any security interest to secure such financial indebtedness.

Chapter 6. Increase and Decrease in Capital

Article 26. The Company may increase its capital by issuing new shares by a resolution passed at a general meeting of shareholders by a vote of not less than three-quarters (3/4) of the total votes cast by the shareholders who are present at the meeting and entitled to vote.

Article 27. The Company may decrease its registered capital either by reducing the par value of each share or by reducing the number of its shares by a resolution passed at a general meeting of shareholders by a vote of not less than three-quarters (3/4) of the total votes cast by the shareholders who are present at the meeting and entitled to vote.

The capital of the Company may not be reduced to less than one-quarter (1/4) of its total capital.

Article 28. If the Company proposes to decrease its capital, it must publish such proposal at least one (1) time in a local newspaper, and send to all creditors known to the Company a notice of the particulars of the proposed reduction, requiring the creditors to submit any objection they may have to such reduction within thirty (30) days from the date of such notice.

If no objection is raised within the period of thirty (30) days, none is deemed to exist.

Chapter 7. Balance Sheet

Article 29. The directors shall arrange for the preparation of a balance sheet containing a list of the assets and liabilities of the Company and a profit and loss statement of every fiscal year of the Company commencing from 1 January and ending on 31 December of each year.

Signed _____-Signature-_____ Director
(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED..

(Translation)

Article 30. The directors shall have the balance sheet audited by at least one (1) auditor and submitted to the annual general meeting of shareholders for approval within four (4) months as from the date shown on such balance sheet.

Article 31. The annual general meeting shall appoint the auditor of the Company and determine his or her remuneration from time to time.

The auditor shall not be a director, employee, and staff-member or hold any position in the Company.

Article 32. The auditor shall be authorized to audit accounts, documents and other evidence relating to income and expenses, as well as assets and liabilities of the Company during the business hours of the Company. In this regard, the auditor shall be authorized to question the directors, employees, staffs, or persons holding any position in the Company, as well as the representatives of the Company, and the auditor may require these persons to clarify facts or submit documents or evidence relating to the business operations of the Company.

Chapter 8. Dividend and Reserve Fund

Article 33. The Company must appropriate to a reserve fund, at each distribution of dividends, at least one-twentieth (1/20) of the net profits arising from the business of the Company, until the reserve fund reaches one-tenth (1/10) or more of the registered capital of the Company.

Article 34. No dividend must be declared from other type of money except from profits. If the Company has accumulated losses, no dividend may be declared.

These Articles of Association are approved by resolutions of Extraordinary General Meeting of Shareholders, which was held on 29 June 2015.

Signed -Signature- Director

(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED.......................................

WEERAWONG C&P

WEERAWONG, CHINNAVAT & PEANGPANOR LTD.

Notarial Certificate

I, Miss Pattarapa Pattanaporn, a duly licensed lawyer authorized to practice law in the Kingdom of Thailand and a registered Notarial Services Attorney, registration no. 6388/2558, hereby examined the following document and certified that:

(i) the List of Shareholders of GEP in the copied form, as attached hereto, is true and correct copy of its respective original, certified by the MOC on 17 February 2016;

(ii) Miss Kulnisha Srimontien had duly signed and certified true and correct English translations of the documents referred to in item (i) above, as attached in my presence.

Below, I ascribe my signature and affix the notarial seal this 23 day of February, 2016 in Bangkok, Thailand.

Signature: ____________________

Miss Pattarapa Pattanaporn

WCP 403180 v1

Reg. No.6388/2558

หนังสือรับรอง

CERTIFICATE

หนังสือรับรองฉบับนี้ให้ไว้เพื่อแสดงว่า

This is to certify that

นางสาวภัทราภา พัฒนาภรณ์

Miss Pattarapa Pattanaporn

ใบอนุญาตให้เป็นทนายความเลขที่ 1659/2557

an Attorney at Law, License No.1659/2557

ได้รับการขึ้นทะเบียนเป็นทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร

has been registered as a Notarial Services Attorney qualified to certify signatures and documents

ตามข้อบังคับสภาทนายความว่าด้วยการขึ้นทะเบียนทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร พ.ศ.2551

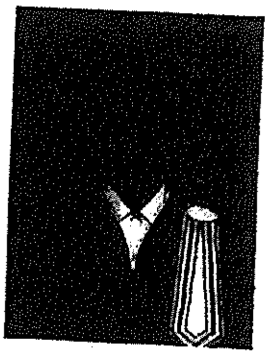
pursuant to the Regulation of the Lawyers Council on Registration of Notarial Services Attorneys B.E.2551

หนังสือรับรองฉบับนี้มีผลถึงวันที่ 22 กุมภาพันธ์ 2560

This Certificate is valid until February 22, 2017

ให้ไว้ ณ วันที่ 22 กุมภาพันธ์ 2558

Given on February 22, 2015



NOTARIAL SERVICES ATTORNEY MEMBER OF LAWYERS COUNCIL OF THAILAND

Reg.No./ทะเบียนเลขที่ 6388/2558

Commission Expires/ทะเบียนหมดอายุ

Date/วันที่ 22/2/2017

นายสุมิตร มาศรังสรรค์

ผู้อำนวยการ

Mr. Sumit Masrungson

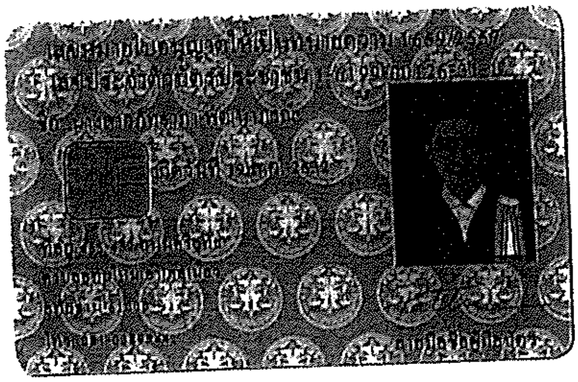
Director

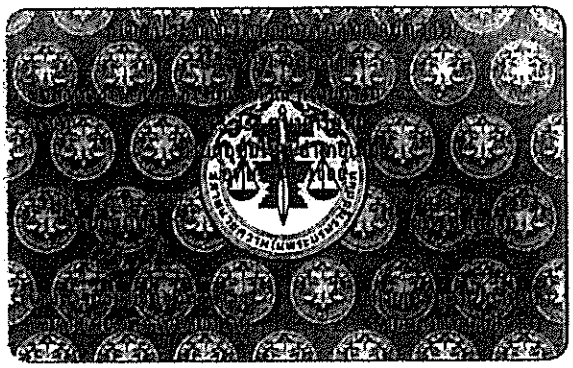
สำนักงานทะเบียนแบบการรับรองลายมือชื่อและเอกสาร สภาทนายความ

The Registry of Signature and Document Attestation, Lawyers Council of Thailand

CERTIFIED TRUE COPY

Pattarapa Pattanaporn





CERTIFIED TRUE COPY

Pattarapa Pattanaporn

WEERAWONG C&P
WEERAWONG, CHINNAVAT & PEANGPANOR LTD.

Notarial Certificate

I, Miss Pattarapa Pattanaporn, a duly licensed lawyer authorized to practice law in the Kingdom of Thailand and a registered Notarial Services Attorney, registration no. 6388/2558, hereby examined the following documents and certified that:

(i) the Certificate of Incorporation of the Green Earth Power (Thailand) Co., Ltd. ("**GEP**") in the copied form, as attached hereto, is true and correct copy of its respective original, issued by the Ministry of Commerce of Thailand on 10 November 2015;

(ii) Miss Kulnisha Srimontien had duly signed and certified true and correct English translations of the documents referred to in items (i) above, as attached in my presence.

Below, I ascribe my signature and affix the notarial seal this 4 January 2016 in Bangkok, Thailand.

Signature: Patt
Miss Pattarapa Pattanaporn

NOTARIAL SERVICES ATTORNEY * MEMBER OF LAWYERS COUNCIL OF THAILAND *

Reg.No./ทะเบียนเลขที่ 6388/2558
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22/2/2017

WEERAWONG, CHINNAVAT & PEANGPANOR LTD.
540 MERCURY TOWER, 22ND FLOOR, PLOENCHIT ROAD, LUMPINI, PATHUMWAN, BANGKOK 10330 THAILAND
TEL : +662 264 8000 FAX : +662 657 2222 WWW.WEERAWONGCP.COM

Reg. No.6388/2558

หนังสือรับรอง

CERTIFICATE

หนังสือรับรองฉบับนี้ให้ไว้เพื่อแสดงว่า

This is to certify that

นางสาวภัทราภา พัฒนาภรณ์

Miss Pattarapa Pattanaporn

ใบอนุญาตให้เป็นทนายความเลขที่ 1659/2557

an Attorney at Law, License No.1659/2557

ได้รับการขึ้นทะเบียนเป็นทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร

has been registered as a Notarial Services Attorney qualified to certify signatures and documents

ตามข้อบังคับสภาทนายความว่าด้วยการขึ้นทะเบียนทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร พ.ศ.2551

pursuant to the Regulation of the Lawyers Council on Registration of Notarial Services Attorneys B.E.2551

หนังสือรับรองฉบับนี้มีผลถึงวันที่ 22 กุมภาพันธ์ 2560

This Certificate is valid until February 22, 2017

ให้ไว้ ณ วันที่ 22 กุมภาพันธ์ 2558

Given on February 22, 2015



Reg.No./ทะเบียนเลขที่ 6388/2558
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22/2/2017

CERTIFIED TRUE COPY

Mr.Pattarapa Pattanaporn

นายสุมิตร มาศรังสรรค์

ผู้อำนวยการ

Mr. Sumit Masrungson

Director

สำนักงานทะเบียนแบบการรับรองลายมือชื่อและเอกสาร สภาทนายความ

The Registry of Signature and Document Attestation, Lawyers Council of Thailand

ATTORNEY-AT-LAW LICENSE1659/2557

ID No. 1-6199-00126-31-1

Name. PATTARAPA PATTANAPORN, Esq.



Date of Birth 19-Aug-89

Address: 455-457 Si-Uthai Rd.,
Tambol U-Thaimai, Amphur Muang,
Uthaithani Province
Tel. 081-0389944

Licensee's Signature

LAWYERS COUNCIL OF THAILAND

Law Office: PATTARAPA PATTANAPORN LAW OFFICE

Address: 455-457 Si-Uthai Rd.
Tambol U-Thaimai, Amphur Muang,
Uthaithani Province

Date 22-Aug-14
Issuing date

Date 21-Aug-20
Expiration date

Ornanong Tesabamroong, Esq.
Registrar

Dej-Udom Krairit, Esq.
President

NOTARIAL SERVICES ATTORNEY
MEMBER OF LAWYERS COUNCIL OF THAILAND

Reg.No./ทะเบียนเลขที่ 6388/2558
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22/2/2017

CERTIFIED TRUE COPY

Mr.Pattarapa Pattanaporn

ทะเบียนเลขที่ 0105528015200

แบบ พค. 0401

กรมพัฒนาธุรกิจการค้า

ใบสำคัญแสดงการจดทะเบียนห้างหุ้นส่วนบริษัท

ใบสำคัญนี้ออกให้เพื่อแสดงว่า

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

ได้จดทะเบียนเป็นนิติบุคคลตามประมวลกฎหมายแพ่งและพาณิชย์

ณ สำนักงานทะเบียนหุ้นส่วนบริษัทกรุงเทพมหานคร

เมื่อวันที่ 30 เมษายน พ.ศ. 2528

ออกให้ ณ วันที่ 10 พฤศจิกายน พ.ศ. 2558

(นายสากล แก้วเนิน)

นายทะเบียน

หมายเหตุ บริษัทนี้จดทะเบียนครั้งแรก ชื่อบริษัท บอน 3 จำกัด

และครั้งล่าสุด ชื่อ บริษัท แยง กรุ๊ป จำกัด

หน้าที่ของห้างหุ้นส่วนบริษัท

<u>ห้างหุ้นส่วนจำกัด ห้างหุ้นส่วนสามัญนิติบุคคล</u> ที่จดทะเบียนตามประมวลกฎหมายแพ่งและพาณิชย์มีหน้าที่ต้องจัดทำงบการเงินประจำปียื่นต่อสำนักบริการข้อมูลธุรกิจ กรมพัฒนาธุรกิจการค้า หรือสำนักงานพัฒนาธุรกิจการค้าจังหวัดแล้วแต่กรณี ภายใน 5 เดือน นับแต่วันปิดบัญชี ทั้งนี้แม้ว่าจะยังมิได้ประกอบกิจการหรือหยุดกิจการชั่วคราวก็ตาม มิฉะนั้นจะมีความผิดต้องระวางโทษปรับไม่เกินห้าหมื่นบาท

<u>บริษัทจำกัด</u>

(1) บริษัทจำกัด ต้องจัดทำงบการเงินอย่างน้อยครั้งหนึ่งทุกรอบสิบสองเดือน โดยมีผู้สอบบัญชีรับอนุญาตอย่างน้อยหนึ่งคนตรวจสอบ แล้วนำเสนอที่ประชุมใหญ่สามัญผู้ถือหุ้น อนุมัติงบการเงินภายใน 4 เดือนนับแต่วันปิดบัญชี พร้อมทั้งนำงบการเงินยื่นต่อสำนักบริการข้อมูลธุรกิจ กรมพัฒนาธุรกิจการค้า หรือที่สำนักงานพัฒนาธุรกิจการค้าจังหวัดแล้วแต่กรณี ภายใน 1 เดือน นับแต่วันอนุมัติงบการเงิน ทั้งนี้ แม้ว่าบริษัทจะยังมิได้ประกอบกิจการหรือหยุดกิจการชั่วคราวก็ตามจะต้องนำส่งงบการเงินด้วย มิฉะนั้นจะมีความผิดต้องระวางโทษปรับไม่เกินห้าหมื่นบาท

(2) จัดทำสำเนาบัญชีรายชื่อผู้ถือหุ้นทั้งหมดที่ยังถือหุ้นอยู่ในเวลาประชุมสามัญประจำปีและรายชื่อผู้ที่ขาดจากการเป็นผู้ถือหุ้นนับจากวันที่มีการประชุมสามัญครั้งที่แล้ว นำส่งต่อกรมพัฒนาธุรกิจการค้าหรือสำนักงานพัฒนาธุรกิจการค้าจังหวัดแล้วแต่กรณี ภายใน 14 วัน นับแต่วันประชุม มิฉะนั้นจะมีความผิดต้องระวางโทษปรับไม่เกินหนึ่งหมื่นบาท

(3) ต้องจัดให้มีการประชุมใหญ่สามัญ ภายใน 6 เดือน นับแต่วันจดทะเบียนเป็นนิติบุคคล และจัดประชุมครั้งต่อไปอย่างน้อย 1 ครั้ง ทุกระยะเวลา 12 เดือน มิฉะนั้นจะมีความผิดต้องระวางโทษปรับไม่เกินสองหมื่นบาท

(4) ต้องจัดทำใบหุ้นมอบให้ผู้ถือหุ้นของบริษัท มิฉะนั้นจะมีความผิดต้องระวางโทษปรับไม่เกินสองหมื่นบาท

(5) ต้องจัดทำสมุดทะเบียนผู้ถือหุ้นของบริษัท มิฉะนั้นจะมีความผิดต้องระวางโทษปรับไม่เกินสองหมื่นบาท

ในกรณีนิติบุคคลไม่จัดส่งงบการเงินประจำปีตามที่กฎหมายกำหนด นอกจากนิติบุคคลจะมีความผิดแล้ว หุ้นส่วนผู้จัดการ กรรมการผู้จัดการหรือกรรมการผู้มีอำนาจกระทำการแทนนิติบุคคลก็มีความผิดต้องระวางโทษเช่นเดียวกับนิติบุคคลด้วย

เล่มที่ 739

เลขที่ 73804

(Translation)

Registration No. 0105528015200

(Royal Emblem)

Form PorKor. 0401

DEPARTMENT OF BUSINESS DEVELOPMENT

CERTIFICATE OF INCORPORATION

It is hereby certified that

Green Earth Power (Thailand) Co., Ltd.

has been registered as a juristic person under the Civil and Commercial Code

at Bangkok Partnership and Company Registration Office

on the 30th day of April 1985

Issued on the 10 November 2015

—Signature—

Seal of Bangkok Partnership and Company Registration Office

(Mr. Sakon Keawnern)

Registrar

Remark: This Company was firstly registered in the name of "Bon 3 Co., Ltd.".
The latest registration was in the name of "Yang Group Co., Ltd.".

CERTIFIED CORRECT TRANSLATION

SIGNED..

(Translation)

Duties of a Partnership and a Company

<u>A Limited Partnership or Registered Ordinary Partnership</u>, which is registered under the Civil and Commercial Code, notwithstanding its non-operation or temporary recess, shall have a duty to prepare and submit its annual financial statement to the Bureau of Business Documentation, Department of Business Development or the Provincial Business Development Office, as the case may be, within five months from the date of the closing of its account. Failure to do this shall be subject to a fine of up to THB 50,000 (fifty thousand Baht).

<u>Limited Company</u>

(1) A limited company shall prepare its financial statement at least once every twelve months. The financial statement shall be audited by at least one certified public accountant and shall be proposed to a general meeting of shareholders for approval within four months from the date of the closing of the account. The financial statement shall be submitted to the Bureau of Business Documentation, Department of Business Development or the Provincial Business Development Office, as the case may be, within one month from the date of approval. Failure to submit the financial statement, notwithstanding the Company's non-operation or temporary recess, shall be subject to a fine of up to THB 50,000 (fifty thousand Baht).

(2) Prepare the list of shareholders who are currently holding shares at the time of the Company's annual general meeting of shareholders and the list of shareholders who terminated their shareholding from the date of the previous general meeting of shareholders shall be submitted to the Bureau of Business Documentation, Department of Business Development or the Provincial Business Development Office, as the case may be, within fourteen days from the date of the annual general meeting of shareholders. Failure to do this shall be subject to a fine of up to THB 10,000 (ten thousand Baht).

(3) A general meeting of shareholders shall be held within six months from the date of the Company's registration and subsequent meetings shall be held at least once every twelve months. Failure to do this shall be subject to a fine of up to THB 20,000 (twenty thousand Baht).

(4) Share certificates shall be provided to the Company's shareholders. Failure to do this shall be subject to a fine of up to THB 20,000 (twenty thousand Baht).

(5) A shareholders register book shall be made available. Failure to do this shall be subject to a fine of up to THB 20,000 (twenty thousand Baht).

In the case that a juristic person fails to submit its annual financial statement as required by the law, in addition to such juristic person, its managing partner, managing director or authorized directors shall be subject to the same penalty imposed on such juristic person.

CERTIFIED CORRECT TRANSLATION Book No. 739

SIGNED.. No. 73804

WEERAWONG C&P
WEERAWONG, CHINNAVAT & PEANGPANOR LTD.

Notarial Certificate

I, Miss Pattarapa Pattanaporn, a duly licensed lawyer authorized to practice law in the Kingdom of Thailand and a registered Notarial Services Attorney, registration no. 6388/2558, hereby examined the following document and certified that:

(i) the Affidavit of the Green Earth Power (Thailand) Co., Ltd. ("**GEP**") in the copied form, as attached hereto, is true and correct copy of its respective original, issued by the Ministry of Commerce of Thailand (the "**MOC**") on 18 February 2016;

(ii) Miss Kulnisha Srimontien had duly signed and certified true and correct English translations of the documents referred to in item (i) above, as attached in my presence.

Below, I ascribe my signature and affix the notarial seal this 23 day of February, 2016 in Bangkok, Thailand.

Signature: ____________________
Miss Pattarapa Pattanaporn

Reg. No.6388/2558

หนังสือรับรอง

CERTIFICATE

หนังสือรับรองฉบับนี้ให้ไว้เพื่อแสดงว่า

This is to certify that

นางสาวภัทราภา พัฒนาภรณ์

Miss Pattarapa Pattanaporn

ใบอนุญาตให้เป็นทนายความเลขที่ 1659/2557

an Attorney at Law, License No.1659/2557

ได้รับการขึ้นทะเบียนเป็นทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร

has been registered as a Notarial Services Attorney qualified to certify signatures and documents

ตามข้อบังคับสภาทนายความว่าด้วยการขึ้นทะเบียนทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร พ.ศ.2551

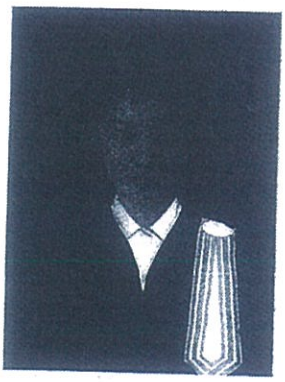
pursuant to the Regulation of the Lawyers Council on Registration of Notarial Services Attorneys B.E.2551

หนังสือรับรองฉบับนี้มีผลถึงวันที่ 22 กุมภาพันธ์ 2560

This Certificate is valid until February 22, 2017

ให้ไว้ ณ วันที่ 22 กุมภาพันธ์ 2558

Given on February 22, 2015



Reg.No./ทะเบียนเลขที่ 6388/2558

Commission Expires/ทะเบียน...

Date/วันที่ 22/2/2017

CERTIFIED TRUE COPY

Pattarapa Pattanaporn

นายสุมิตร มาศรังสรรค์

ผู้อำนวยการ

Mr. Sumit Masrungson

Director

สำนักงานทะเบียนแบบการรับรองลายมือชื่อและเอกสาร สภาทนายความ

The Registry of Signature and Document Attestation, Lawyers Council of Thailand



เลขหมายใบอนุญาตให้เป็นทนายความ 1659/2557
เลขประจำตัวบัตรประชาชน 1-6199-00126-31-1
ชื่อ นางสาวภัทราภา พัฒนาภรณ์
เกิดวันที่ 19 ส.ค. 2532
ที่อยู่ 455-457 ถนนศรีอุทัย
ตำบลอุทัยใหม่ อำเภอเมือง
อุทัยธานี 61000
โทร. 081-0389944
ลายมือชื่อผู้ถือบัตร



บัตรประจำตัวสมาชิกสภาทนายความ
ประเภทตลอดชีพ
ชื่อสำนักงาน ภัทราภา พัฒนาภรณ์ทนายความ
เลขที่ 455-457 ถนนศรีอุทัย
ตำบลอุทัยใหม่ อำเภอเมือง
อุทัยธานี 61000
วันที่ 22 ส.ค. 2557 วันออกบัตร
วันที่ 21 ส.ค. 2563 บัตรหมดอายุ
นายทะเบียนสภาทนายความ
นายกสภาทนายความ
สภาทนายความในพระบรมราชูปถัมภ์

CERTIFIED TRUE COPY

Pattarapa Pattanaporn

ที่ สจ.4018310

สำนักงานทะเบียนหุ้นส่วนบริษัทกรุงเทพมหานคร
กรมพัฒนาธุรกิจการค้า กระทรวงพาณิชย์

หนังสือรับรอง

ขอรับรองว่าบริษัทนี้ได้จดทะเบียน ตามประมวลกฎหมายแพ่งและพาณิชย์ เป็นนิติบุคคลประเภท บริษัทจำกัด เมื่อวันที่ 30 เมษายน 2528 ทะเบียนเลขที่ 0105528015200 (เดิมเลขที่ 1520/2528) ปรากฏข้อความในรายการตามเอกสารทะเบียนนิติบุคคล ณ วันออกหนังสือนี้ ดังนี้

1. ชื่อบริษัท บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด
2. กรรมการของบริษัทมี 6 คน ตามรายชื่อดังต่อไปนี้

1.นายพอล เบอร์นาร์ด แยง	2.นายศุภศิษฏ์ โภคินจารุรัศมิ์
3.นายออง ทีฮา	4.นายเดวิด วิลเลียม แยง
5.นายโสรัจ โรจนเบญจกุล	6.นายฟุง ไซ กง/

3. จำนวนหรือชื่อกรรมการซึ่งลงชื่อผูกพันบริษัทได้คือ นายออง ทีฮา หรือ นายศุภศิษฏ์ โภคินจารุรัศมิ์ ลงลายมือชื่อและประทับตราสำคัญของบริษัท/
4. ทุนจดทะเบียน 25,755,800.00 บาท / ยี่สิบห้าล้านเจ็ดแสนห้าหมื่นห้าพันแปดร้อยบาทถ้วน/
5. สำนักงานแห่งใหญ่ ตั้งอยู่เลขที่ 63 อาคารแอทธินี ทาวเวอร์ ชั้น 30 ห้องเลขที่ 3006 ถนนวิทยุ แขวงลุมพินี เขตปทุมวัน กรุงเทพมหานคร/
6. วัตถุที่ประสงค์ของบริษัทมี 26 ข้อ ดังปรากฏในสำเนาเอกสารแนบท้ายหนังสือรับรองนี้จำนวน 3 แผ่น โดยมีลายมือชื่อนายทะเบียนซึ่งรับรองเอกสารและประทับตราสำนักงานทะเบียนหุ้นส่วนบริษัทเป็นสำคัญ

ออกให้ ณ วันที่ 18 เดือน กุมภาพันธ์ พ.ศ. 2559

(นางสาวกรองแก้ว วงศ์พันธุ์)
นายทะเบียน

คำเตือน : ผู้ใช้ควรตรวจสอบข้อควรทราบท้ายหนังสือรับรองฉบับนี้ทุกครั้ง

ที่ สจ.4018310

สำนักงานทะเบียนหุ้นส่วนบริษัทกรุงเทพมหานคร
กรมพัฒนาธุรกิจการค้า กระทรวงพาณิชย์

หนังสือรับรอง

ข้อควรทราบ ประกอบหนังสือรับรอง ฉบับที่ สจ.4018310

1. บริษัทนี้จดทะเบียนครั้งแรกชื่อ บริษัท บอน 3 จำกัด ได้จดทะเบียนเปลี่ยนชื่อดังนี้ ครั้งที่ 2 เปลี่ยนเป็น บริษัท แยง กรุ๊ป จำกัด เมื่อวันที่ 9 ธันวาคม 2548 ครั้งสุดท้ายเปลี่ยนเป็น บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด เมื่อวันที่ 4 พฤษภาคม 2554/
2. นิติบุคคลนี้ได้ส่งงบการเงินปี 2557
3. หนังสือนี้รับรองเฉพาะข้อความที่ห้าง/บริษัทได้นำมาจดทะเบียนไว้เพื่อผลทางกฎหมายเท่านั้น ข้อเท็จจริงเป็นสิ่งที่ควรหาไว้พิจารณาฐานะ
4. นายทะเบียนอาจเพิกถอนการจดทะเบียน ถ้าปรากฏว่าข้อความอันเป็นสาระสำคัญที่จดทะเบียนไม่ถูกต้อง หรือเป็นเท็จ

ที่ สจ.4018310 ออกให้ ณ วันที่ 18 เดือน กุมภาพันธ์ พ.ศ. 2559

วัตถุประสงค์ของ ~~ห้างหุ้นส่วน~~ / บริษัท นี้ มี 26 ข้อ ดังนี้

(1) ทำการผลิต ส่งเข้า ส่งออก ซื้อและขาย เสื้อผ้า เครื่องนุ่งห่มของบุรุษ สตรี และเด็ก

(2) ทำการผลิต สั่งเข้า ส่งออก ซื้อและขาย เครื่องแต่งกายทุกชนิดสำหรับบุรุษ สตรี และเด็ก รวมทั้งรองเท้า หมวก ผ้าคลุมไหล่ ถุงเท้าชาย ถุงเท้าสตรี ชุดชั้นใน เข็มขัด เน็คไท ถุงมือ และสิ่งอื่นซึ่งบุรุษ สตรี และเด็กใช้สวมใส่

(3) ทำการผลิต สั่งเข้า ส่งออก ซื้อและขาย ทอง เงิน โลหะมีค่า เพชรพลอย รวมทั้งเพชรพลอยเทียม และอัญมณี และเครื่องแกะสลักทุกชนิด ไหมไทยและฝ้ายไทย

(4) ทำการผลิต สั่งเข้า ส่งออก ซื้อและขายสิ่งทอทุกชนิด เครื่องสำอางและเครื่องหอม

(5) ทำการผลิต สั่งเข้า ส่งออก ซื้อและขาย เครื่องจักรรวมทั้งเครื่องอุปกรณ์ซึ่งใช้สำหรับอุตสาหกรรมการทอสิ่งทอ ผ้า การตัดเย็บเสื้อ การทำเครื่องเพชรพลอย และการผลิตเครื่องสำอาง รวมทั้งการพิมพ์ผ้าและการย้อมผ้า

(6) ทำการผลิต สั่งเข้า ส่งออก ซื้อและขายวัตถุดิบทั้งปวงซึ่งใช้สำหรับการผลิตผลผลิตที่กล่าวมาแล้วข้างต้น รวมทั้งเคมีภัณฑ์ สีย้อมผ้า เส้นไหมและด้าย

(7) กระทำการเป็นผู้ออกแบบเสื้อผ้าและสิ่งทอ และเป็นผู้ให้คำปรึกษา แนะนำสำหรับอุตสาหกรรมการทอผ้า สิ่งทอ และอุตสาหกรรมผลิตเครื่องสำอาง

(8) ประกอบธุรกิจในการโฆษณา และการพิมพ์ และออกนิตยสารและหนังสือซึ่งออกเป็นครั้งคราว ที่เกี่ยวกับการค้าเสื้อผ้า เครื่องสำอาง และสิ่งทอ และการค้าอื่นๆ ซึ่งเป็นผลประโยชน์แก่บริษัท และอยู่ภายในวัตถุประสงค์ของบริษัท

(9) ตั้งโรงงานและแหล่งผลิต เพื่อทำการผลิตสิ่งทอ เสื้อผ้า เครื่องสำอาง และผลิตภัณฑ์ที่ระบุในวัตถุประสงค์ของบริษัท

(10) ประกอบธุรกิจการนำเที่ยว โรงแรม ภัตตาคาร การบันเทิง การขนส่ง และการแลกเปลี่ยนเงินตราต่างประเทศ

(11) ทำการจัดตั้งสำนักงานสาขาหรือแต่งตั้งตัวแทนทั้งภายในและภายนอกประเทศ

(12) เป็นนายหน้า ตัวแทน ตัวแทนค้าต่าง ในกิจการและธุรกิจทุกประเภท ยกเว้นการหาสมาชิกให้แก่สมาคมธุรกิจประกันภัย และธุรกิจการค้าหลักทรัพย์

(13) ซื้อ จัดหา รับ เช่า เช่าซื้อ ถือกรรมสิทธิ์ ครอบครอง ปรับปรุง ใช้ และจัดการโดยประการอื่นซึ่งทรัพย์สินใดๆ ตลอดจนดอกผลของทรัพย์สินนั้น

ที่ สจ.4018310 ออกให้ ณ วันที่ 18 เดือน กุมภาพันธ์ พ.ศ. 2559

วัตถุประสงค์ของ ~~ห้างหุ้นส่วน~~ / บริษัท นี้ มี 26 ข้อ ดังนี้

(14) ~~ทำการถือกรรมสิทธิ์ในที่ดินและอาคาร เพื่อก่อตั้งสำนักงานของบริษัท หรือประกอบธุรกิจของบริษัท~~

~~(15) ทำการยื่นขอ ซื้อ หรือจัดให้ได้มาโดยประการอื่นซึ่งสิทธิบัตร เครื่องหมายการค้า ลิขสิทธิ์ และชื่อทางการค้าใดๆ~~

(16) กู้ยืมเงิน เบิกเงินเกินบัญชีจากธนาคาร นิติบุคคล หรือสถาบันทางการเงินอื่น และให้กู้ยืมเงินหรือเครดิตด้วยวิธีการอื่น โดยจะมีหลักประกันหรือไม่ก็ตาม รวมทั้งการรับ ออก โอน และสลักหลังตั๋วเงิน หรือตราสารที่เปลี่ยนมือได้อย่างอื่น เว้นแต่ธุรกิจเงินทุนและ/หรือธุรกิจเครดิตฟองซิเอร์

(17) ทำการค้ำประกันหนี้สิน ความรับผิดและการปฏิบัติตามสัญญาของบุคคลอื่น รวมทั้งค้ำประกันคนต่างด้าวซึ่งเดินทางเข้ามาหรือเดินทางออกจากราชอาณาจักรภายใต้กฎหมายว่าด้วยคนเข้าเมือง ประมวลรัษฎากร และกฎหมายเกี่ยวกับการประกอบธุรกิจของคนต่างด้าวและกฎหมายอื่น

(18) ทำการลงทุนในธุรกิจใดๆ ด้วยเงินของบริษัท หรือด้วยเงินที่บริษัทหามาได้จากแหล่งทั้งภายในและภายนอกประเทศไทย และรับเงิน ดอกเบี้ยหรือสิ่งตอบแทนอื่นๆ ที่จ่ายหรือให้เป็นการตอบแทนการลงทุนเช่นว่านั้น

(19) เข้าเป็นหุ้นส่วนจำกัดความรับผิดในห้างหุ้นส่วนจำกัด หรือเข้าเป็นผู้ถือหุ้นในบริษัทจำกัดอื่นโดยไม่คำนึงว่าห้างหุ้นส่วนจำกัดหรือบริษัทจำกัดดังกล่าว จะมีวัตถุประสงค์เดียวกันหรือไม่

(20) ประกอบกิจการผลิต ประกอบ สั่งเข้า ส่งออก ซื้อ ขาย โอน แลกเปลี่ยน หรือจำหน่ายด้วยประการอื่นใดซึ่งเครื่องผลิตกระแสไฟฟ้า และอุปกรณ์ผลิตกระแสไฟฟ้าจากพลังงานสะอาดและพลังงานทดแทนต่างๆ เช่น แสดงอาทิตย์และลม เป็นต้น รวมทั้งให้คำปรึกษา ติดตั้ง ตรวจสอบ ซ่อมแซม บำรุงรักษา และให้บริการอื่นใดเกี่ยวกับเครื่องผลิตกระแสไฟฟ้าและอุปกรณ์ผลิตกระแสไฟฟ้าจากพลังงานสะอาดและพลังงานทดแทน

(21) ประกอบกิจการผลิตไฟฟ้าเพื่อจำหน่ายให้กับหน่วยงานทั้งภาครัฐและเอกชน ทั้งในประเทศและต่างประเทศ

(22) ประกอบกิจการบริการเพื่อส่งเสริมและสนับสนุนการอนุรักษ์สิ่งแวดล้อม การเป็นมิตรกับสิ่งแวดล้อม และประกอบกิจการเกี่ยวกับโครงการคาร์บอนเครดิตที่ได้จากปริมาณการลดการปล่อยก๊าซเรือนกระจก โครงการปลูกต้นไม้ และโครงการอื่นใดที่คล้ายคลึงเพื่อรักษาสภาพแวดล้อม

ที่ สจ.4018310 ออกให้ ณ วันที่ 18 เดือน กุมภาพันธ์ พ.ศ. 2559

สำเนาเอกสารที่แนบท้ายหนังสือรับรอง

วัตถุประสงค์ของ ~~ห้างหุ้นส่วน~~ / บริษัท นี้ มี 26 ข้อ ดังนี้

(23) นำเข้า ส่งออก จำหน่าย ผลิต ประกอบ เป็นเจ้าของ เช่า ให้เช่า เช่าซื้อ ซื้อ ขาย โอน แลกเปลี่ยน หรือจำหน่ายด้วยประการอื่นใดซึ่งของใช้ในบ้านต่างๆ รวมถึงเฟอร์นิเจอร์กลางแจ้ง ที่เก็บของกลางแจ้ง ที่เก็บของในอาคาร อุปกรณ์จัดสวน รั้ว ที่เก็บเครื่องมือ ของตกแต่งบ้าน ของเล่นและอุปกรณ์ที่ใช้ในห้องน้ำ และผลิตภัณฑ์ต่างๆ ที่ทำจากพลาสติก โลหะ และวัสดุทุกชนิด

(24) ขาย โอน จำนอง จำนำ แลกเปลี่ยนและจำหน่ายทรัพย์สินโดยประการอื่น

(25) บริษัทมีสิทธิออกหุ้นในราคาสูงกว่ามูลค่าของหุ้นที่ตราไว้

(26) นำเงินทุนของบริษัทไปลงทุนซื้อหุ้น พันธบัตร หุ้นกู้ และหลักทรัพย์อื่นของบริษัทใดๆ และทำการขาย จำหน่าย หรือซื้อกลับคืนมาซึ่งหลักทรัพย์ หุ้น พันธบัตร หุ้นกู้ และหลักทรัพย์อื่นเช่นว่านั้น ยกเว้นกิจการค้าหลักทรัพย์

(Translation)

No. SorJor. 4018310

(Garuda Emblem)

Office of the Company Limited andPartnership Registration, Department of Business Development, Ministry of Commerc

AFFIDAVIT

This is to certify that this company was registered on 30 April 1985 as a juristic person under the Thailand Civil and Commercial Code, bearing Registration No. 0105528015200 (former Registration No. 1520/2528), with the particulars in the juristic person's register on the date of issuance as follows:

1. The name of the company is "Green Earth Power (Thailand) Co., Ltd."

2. There are six directors as follows:

   1. Mr. Paul Bernard Yang
   2. Mr. Supasit Pokinjaruras
   3. Mr. Aung Thita
   4. Mr. David William Yang
   5. Mr. Soraj Rojanabenjakul
   6. Mr. Foong Sai Kong

3. The names and number of directors authorized to bind the company is: Mr. Aung Thita or Mr. Supasit Pokinjaruras singly signs with the company's seal affixed./

4. The registered capital is Baht 25,755,800.00 / twenty-five million, seven hundred fifty-five thousand and eight hundred only./

5. The principal office is located at 63 Athenee Tower, 30th Floor, Unit 3006, Wireless Road, Lumpini, Pathumwan, Bangkok 10330, Thailand./

6. The objectives of the company consist of 26 clauses, as shown in a copy of the document of 3 pages attached hereto, which bears the signature of the Registrar who has certified this document with the official seal of the Partnership and Company Registration Office affixed.

Issued on 18 February 2016

Seal of the Bangkok Partnership and Company Registration OfficeOffice

—Signature—

(Miss Krongkeaw Wongpan)

Registrar

The particulars of the juristic person that should be noted are:

CERTIFIED CORRECT TRANSLATION

SIGNED..

(Translation)

No. SorJor. 4018310

(Garuda Emblem)

Office of the Company Limited andPartnership Registration,
Department of Business Development, Ministry of Commer

AFFIDAVIT

Remarks:

1. This Company was formerly registered in the name of "Bon 3 Co., Ltd." and subsequently registered its name changes as follows: the second time to "Yang Group Co., Ltd." on 9 December 2005 and the last time to "Green World (Thailand) Co., Ltd." on 4 May 2011/
2. This juristic person has submitted its financial statements for the year 2013.
3. This is to certify that this is only the statement which the partnership/ company has registered for legal effect. The facts should be obtained for consideration of the company's status.
4. The Registrar may revoke the registration if it appears that any material information in the registration is incorrect or false.

CERTIFIED CORRECT TRANSLATION

SIGNED..

(Translation)

SorJor.4018310 Issued Date: 18 February 2016

The objectives of the ~~partnership~~/Company comprise 26 clauses as follows:

(1) To manufacture, import, export, buy and sell garments, and wearing apparel for men, women, and children;

(2) To manufacture, import, export, buy and sell all kinds of attire for men, women, and children, including shoes, hats, shawls, men's socks, women's socks, underwear, belts, neckties, gloves, and other items worn by men, women, and children;

(3) To manufacture, import, export, buy and sell gold, silver, precious metals, diamonds, gemstones, as well as synthetic diamonds and gem stones, and all kinds of carved objects, Thai silk and Thai cotton;

(4) To manufacture, import, export, buy and sell all kinds of textiles, cosmetics, and fragrances;

(5) To manufacture, import, export, buy and sell machinery and equipment for use in the textile industry, the fabric weaving industry, the garment industry, the jewelry-making industry, and the cosmetics manufacturing industry, as well as the fabric printing industry and the fabric dyeing industry;

(6) To manufacture, import, export, buy and sell all raw materials for use in the products stated above including chemicals, dyes for fabrics, silk threads and yarn;

(7) To design garments and textiles and render counsel and advice for the fabric weaving industry, the textile industry, and the cosmetics manufacturing industry;

(8) To engage in the business of advertising and printing and publication of magazines and books issued from time to time relating the trading of garments, cosmetics, textiles, and other products for the interest of the Company and within the scope of the objectives of the Company;

(9) To establish factories and manufacturing facilities for the manufacturing of textiles, garments, cosmetics, and products specified in the objectives of the Company;

(10) To engage in the business of guided tours, hotels, restaurants, entertainment, transportation, and foreign currency exchange;

(11) To establish branch offices or appoint representatives within the country and abroad;

(12) To act as a broker, agent, commission agent for all types of transactions and businesses except for the business of insurance, association membership recruitment and securities trading;

(13) To buy, procure, obtain, lease, hire-purchase, hold title to, possess, develop, use and otherwise manage any property including the interest thereto;

(14) To hold ownership of land and buildings for the purpose of the establishment of offices of the Company or the business operations of the Company;

(15) To apply, buy, or otherwise procure any patents, trademarks, copyrights, and trade names

(Translation)

SorJorKhor.002638 Issued Date: 18 February 2016

The objectives of the ~~partnership~~/Company comprise 26 clauses as follows:

(16) To borrow, acquire overdrafts from banks, juristic persons or other financial institutions, to provide loans or credit by other means with or without security, to accept, issue, transfer and endorse promissory notes or other transferable instruments except for the financing business and/or credit foncier business;

(17) To engage in the business of providing guarantees against debt security, liabilities and third party contract performance including providing guarantee for persons entering or leaving the country in accordance with the law governing immigration, the Revenue Code, and the law governing foreign business operations, and other law;

(18) To invest in any business by using the funds of the Company or the funds obtained by the Company from sources in Thailand and abroad and accept money, interest or other consideration in return for such investment;

(19) To become a limited partner of any limited partnership or to become a shareholder of any limited company regardless of whether or not such limited partnership or limited company shall have the same objectives;

(20) To engage in the business of manufacturing, assembly, import, export, buying, selling, transfer, exchange or other disposal of power generators and power generating equipment from clean energy and alternative energy such as solar energy and wind energy, etc, as well as rendering services in counseling, installation, inspection, repair, maintenance and other services related to power generators and power generating equipment from clean energy and alternative energy;

(21) To engage in the business of generating power for sale to agencies in the public sector and the private sector, in the country and abroad;

(22) To engage in the service business of promoting and supporting environmental conservation, environmental-friendly activities, and to engage in the business relating to carbon credit projects earned from the reduction of greenhouse gas emission, tree planting projects, and other similar projects for environmental preservation;

(23) To import, export, distribute, manufacture, assemble, own, lease, lease out, hire-purchase, buy, sell, transfer, exchange or otherwise dispose of household goods, including outdoor furniture, outdoor storage, indoor storage, gardening equipment, fences, tools storage, home decoration items, toys, bathroom equipment, and products made from plastic, metal, and all kinds of materials;

(24) To sell, transfer, mortgage, pledge, exchange and dispose of property by any other means;

(25) The Company is entitled to issue shares at a price higher than the par value;

(26) To use the funds of the Company to buy shares, bonds, debentures, and other securities of any company and to sell, dispose of or buy-back securities, shares, bonds, and other securities, with the exception of the business of securities trading.

CERTIFIED CORRECT TRANSLATION

SIGNED..........

WCP –KNS– No. 003/2559

WEERAWONG C&P
WEERAWONG, CHINNAVAT & PEANGPANOR LTD.

Notarial Certificate

I, Miss Pattarapa Pattanaporn, a duly licensed lawyer authorized to practice law in the Kingdom of Thailand and a registered Notarial Services Attorney, registration no. 6388/2558, hereby examined the following documents and certified that:

(i) the amended Memorandum of Association of GEP in the copied form, as attached hereto, is true and correct copy of its respective original, certified by the Ministry of Commerce of Thailand on 9 December 2016;

(ii) Miss Kulnisha Srimontien had duly signed and certified true and correct English translations of the documents referred to in items (i) above, as attached in my presence.

Below, I ascribe my signature and affix the notarial seal this 4 January 2016 in Bangkok, Thailand.

Signature: Patt
Miss Pattarapa Pattanaporn

NOTARIAL SERVICES ATTORNEY
MEMBER OF LAWYERS COUNCIL OF THAILAND

Reg.No./ทะเบียนเลขที่ 6388/2558
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22/2/2017

WEERAWONG, CHINNAVAT & PEANGPANOR LTD.
540 MERCURY TOWER, 22ND FLOOR, PLOENCHIT ROAD, LUMPINI, PATHUMWAN, BANGKOK 10330 THAILAND
TEL : +662 264 8000 FAX : +662 657 2222 WWW.WEERAWONGCP.COM

Reg. No.6388/2558

หนังสือรับรอง

CERTIFICATE

หนังสือรับรองฉบับนี้ให้ไว้เพื่อแสดงว่า

This is to certify that

นางสาวภัทราภา พัฒนาภรณ์

Miss Pattarapa Pattanaporn

ใบอนุญาตให้เป็นทนายความเลขที่ 1659/2557

an Attorney at Law, License No.1659/2557

ได้รับการขึ้นทะเบียนเป็นทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร

has been registered as a Notarial Services Attorney qualified to certify signatures and documents

ตามข้อบังคับสภาทนายความว่าด้วยการขึ้นทะเบียนทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร พ.ศ.2551

pursuant to the Regulation of the Lawyers Council on Registration of Notarial Services Attorneys B.E.2551

หนังสือรับรองฉบับนี้มีผลถึงวันที่ 22 กุมภาพันธ์ 2560

This Certificate is valid until February 22, 2017

ให้ไว้ ณ วันที่ 22 กุมภาพันธ์ 2558

Given on February 22, 2015



NOTARIAL SERVICES ATTORNEY
MEMBER OF LAWYERS COUNCIL OF THAILAND

Reg.No./ทะเบียนเลขที่ 6388/2558
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22/2/2017

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Mr.Pattarapa Pattanaporn

นายสุมิตร มาศรังสรรค์

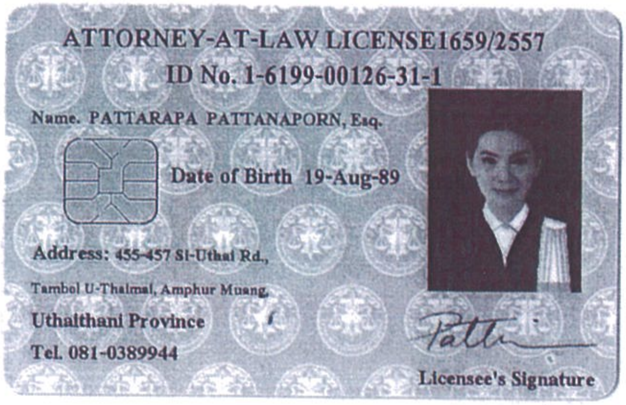
ผู้อำนวยการ

Mr. Sumit Masrungson

Director

สำนักงานทะเบียนแบบการรับรองลายมือชื่อและเอกสาร สภาทนายความ

The Registry of Signature and Document Attestation, Lawyers Council of Thailand



ATTORNEY-AT-LAW LICENSE1659/2557
ID No. 1-6199-00126-31-1

Name. PATTARAPA PATTANAPORN, Esq.

Date of Birth 19-Aug-89

Address: 455-457 Si-Uthai Rd.,
Tambol U-Thaimai, Amphur Muang,
Uthaithani Province
Tel. 081-0389944

Licensee's Signature



LAWYERS COUNCIL OF THAILAND

Law Office: PATTARAPA PATTANAPORN LAW OFFICE
Address: 455-457 Si-Uthai Rd.,
Tambol U-Thaimai, Amphur Muang,
Uthaithani Province

Date 22-Aug-14
Issuing date

Date 21-Aug-20
Expiration date

Ornanong Tesabamroong, Esq.
Registrar

Dej-Udom Krairit, Esq.
President

NOTARIAL SERVICES ATTORNEY
MEMBER OF LAWYERS COUNCIL OF THAILAND

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หนังสือบริคณห์สนธิ

ของ

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

(ฉบับแก้ไขเพิ่มเติม)

โดยมติพิเศษของที่ประชุมวิสามัญผู้ถือหุ้นครั้งที่ 2/2558 ซึ่งประชุมเมื่อวันที่ 29 มิถุนายน 2558 ให้แก้ไขเพิ่มเติมหนังสือบริคณห์สนธิของบริษัท ข้อ 5. เป็นดังนี้

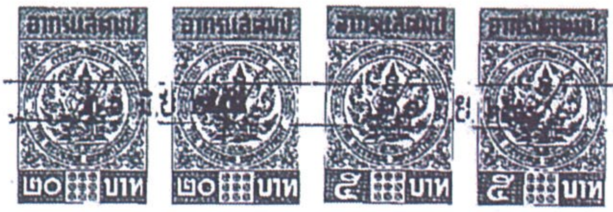
"ข้อ 5. ทุนของบริษัทกำหนดไว้เป็นจำนวนยี่สิบห้าล้านเจ็ดแสนห้าหมื่นห้าพันแปดร้อยบาทถ้วน (25,755,800.-) แบ่งออกเป็นสองแสนห้าหมื่นเจ็ดพันห้าร้อยห้าสิบแปดหุ้น (257,558) มูลค่าหุ้นละหนึ่งร้อยบาท (100.-)"

ขอรับรองว่าข้อความดังกล่าวถูกต้องตรงกับมติที่ประชุมดังกล่าวข้างต้น

Green Earth Power (Thailand) Co., Ltd.

(Seal)

ลงชื่อ ______________ กรรมการ
(นายศุภศิษฏ์ โภคินจารุรัศมิ์)



(True Copy)
-Signature-
(Mr. Sakon Keawnern)
Registrar

(Translation)

Memorandum of Association

of

Green Earth Power (Thailand) Co., Ltd.

(Amended Version)

Special resolutions of Extraordinary General Meeting of Shareholders No. 2/2015, which was held on 29 June 2015, have been passed to amend Clause 5. of the Memorandum of Association of the Company to read as follows:

"Clause 5. The capital of the company is Baht twenty-five million, seven hundred fifty-five thousand and eight hundred only (25,755,800.-), divided into two hundred fifty-seven thousand, five hundred and fifty-eight shares (257,558), at the par value of Baht one hundred (100.-) per share."

This is to certify that the above is a true and correct content of the resolutions of the above-mentioned meeting.

(Seal)

Signed________-Signature-________Director

(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED..

WEERAWONG C&P
WEERAWONG, CHINNAVAT & PEANGPANOR LTD.

Notarial Certificate

I, Miss Pattarapa Pattanaporn, a duly licensed lawyer authorized to practice law in the Kingdom of Thailand and a registered Notarial Services Attorney, registration no. 6388/2558, hereby examined the following documents and certified that:

(i) the Article of Association of GEP in the copied form, as attached hereto, is true and correct copy of its respective original, certified by the Ministry of Commerce of Thailand on 9 December 2015;

(ii) Miss Kulnisha Srimontien had duly signed and certified true and correct English translations of the documents referred to in items (i) above, as attached in my presence.

Below, I ascribe my signature and affix the notarial seal this 4 January 2016 in Bangkok, Thailand.

Signature: Patt
Miss Pattarapa Pattanaporn

NOTARIAL SERVICES ATTORNEY MEMBER OF LAWYERS COUNCIL OF THAILAND

Reg.No./ทะเบียนเลขที่ 6388/2558
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22/2/2017

WEERAWONG, CHINNAVAT & PEANGPANOR LTD.
MERCURY TOWER, 22ND FLOOR, PLOENCHIT ROAD, LUMPINI, PATHUMWAN, BANGKOK 10330 THAILAND
TEL : +662 264 8000 FAX : +662 657 2222 WWW.WEERAWONGCP.COM

Reg. No.6388/2558

หนังสือรับรอง

CERTIFICATE

หนังสือรับรองฉบับนี้ให้ไว้เพื่อแสดงว่า

This is to certify that

นางสาวภัทราภา พัฒนาภรณ์

Miss Pattarapa Pattanaporn

ใบอนุญาตให้เป็นทนายความเลขที่ 1659/2557

an Attorney at Law, License No.1659/2557

ได้รับการขึ้นทะเบียนเป็นทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร

has been registered as a Notarial Services Attorney qualified to certify signatures and documents

ตามข้อบังคับสภาทนายความว่าด้วยการขึ้นทะเบียนทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร พ.ศ.2551

pursuant to the Regulation of the Lawyers Council on Registration of Notarial Services Attorneys B.E.2551

หนังสือรับรองฉบับนี้มีผลถึงวันที่ 22 กุมภาพันธ์ 2560

This Certificate is valid until February 22, 2017

ให้ไว้ ณ วันที่ 22 กุมภาพันธ์ 2558

Given on February 22, 2015



Reg.No./ทะเบียนเลขที่ 6388/2558

Commission Expires/ทะเบียนหมดอายุ

Date/วันที่ 22/2/2017

CERTIFIED TRUE COPY

Mr.Pattarapa Pattanaporn

นายสุมิตร มาศรังสรรค์

ผู้อำนวยการ

Mr. Sumit Masrungson

Director

สำนักงานทะเบียนแบบการรับรองลายมือชื่อและเอกสาร สภาทนายความ

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Date/วันที่ 22/12/2017

CERTIFIED TRUE COPY

Mr.Pattarapa Pattanaporn

ข้อบังคับ
ของ
บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

หมวด 1. บททั่วไป

ข้อ 1. ข้อบังคับนี้ถ้ามิได้ตราไว้เป็นอย่างอื่นให้นำบทบัญญัติแห่งประมวลกฎหมายแพ่งและพาณิชย์ในส่วนที่เกี่ยวด้วยบริษัทจำกัดมาใช้บังคับ

ข้อ 2. ข้อบังคับนี้ถ้ามีที่ซึ่งสมควรแก้ไขหรือเปลี่ยนแปลงก็ให้เสนอต่อที่ประชุมผู้ถือหุ้นจัดการแก้ไขหรือเปลี่ยนแปลงตามกฎหมายต่อไป

หมวด 2. หุ้นและผู้ถือหุ้น

ข้อ 3. หุ้นของบริษัททั้งหมดเป็นหุ้นสามัญ แบ่งออกเป็นสอง (2) กลุ่ม ดังนี้

(1) หุ้นกลุ่ม ก. ได้แก่ หุ้นสามัญจำนวนเท่ากับร้อยละแปดสิบแปด (88) ของจำนวนหุ้นที่ออกแล้วทั้งหมด และ

(2) หุ้นกลุ่ม ข. ได้แก่ หุ้นสามัญจำนวนเท่ากับร้อยละสิบสอง (12) ของจำนวนหุ้นที่ออกแล้วทั้งหมด

ผู้ถือหุ้นกลุ่ม ก. ทั้งหลายรวมเรียกว่า ("**ผู้ถือหุ้นกลุ่ม ก.**") และผู้ถือหุ้นกลุ่ม ข. ทั้งหลายรวมเรียกว่า ("**ผู้ถือหุ้นกลุ่ม ข.**") เว้นแต่จะระบุไว้อย่างอื่นในข้อบังคับนี้ หุ้นทั้งสองกลุ่มมีสิทธิและสถานะเท่าเทียมกันทุกประการ

ข้อ 4. บริษัทจะถือหุ้นหรือรับจำนำหุ้นของบริษัทเองไม่ได้

ข้อ 5. บริษัทจะออกใบหุ้นให้แก่ผู้ถือหุ้นภายในสอง (2) เดือนนับแต่วันที่บริษัทได้รับชำระเงินค่าหุ้นครบถ้วน

ข้อ 6. ใบหุ้นของบริษัทต้องมีกรรมการอย่างน้อยหนึ่ง (1) คนลงลายมือชื่อและประทับตราของบริษัท และต้องมีข้อความอยู่ที่ด้านหน้าว่า "การโอน การขาย การจำนำ การก่อให้เกิดภาระผูกพัน หรือการจำหน่ายไปโดยประการอื่นซึ่งหุ้นตามใบหุ้นนี้ต้องอยู่ภายใต้ข้อกำหนดซึ่งระบุไว้ในข้อบังคับของบริษัท"

หมวด 3. การโอนหุ้น

ข้อ 7. การโอนหุ้นจะต้องทำเป็นหนังสือลงลายมือชื่อผู้โอนและผู้รับโอน โดยมีพยานหนึ่ง (1) คนลงชื่อรับรอง และจะนำมาใช้แก่บริษัทหรือบุคคลภายนอกได้ต่อเมื่อบริษัทจดแจ้งการโอนนั้นลงในทะเบียนผู้ถือหุ้นแล้ว

ลงลายมือชื่อ ____________ กรรมการผู้ขอจดทะเบียน
(นายศุภศิษฏ์ โภคินจารุรัศมิ์)

ข้อ 8. กรณีที่ผู้รับโอนหุ้นมีความประสงค์จะได้ใบหุ้นใหม่ให้ทำคำร้องขอต่อบริษัทโดยทำเป็นหนังสือลงลายมือชื่อของผู้รับโอนหุ้น และมีพยานอย่างน้อยหนึ่ง (1) คน ลงลายมือชื่อรับรองลายมือชื่อนั้นพร้อมกับเวนคืนใบหุ้นเดิมหรือหลักฐานอื่นให้แก่บริษัท ในการนี้หากบริษัทเห็นว่าการโอนหุ้นนั้นถูกต้องตามกฎหมายแล้วให้บริษัทลงทะเบียนการโอนหุ้นดังกล่าวภายในเจ็ด (7) วัน นับแต่วันได้รับคำร้องขอ และออกใบหุ้นให้ใหม่ภายในหนึ่ง (1) เดือนนับแต่วันที่ได้รับคำร้องขอนั้น

ข้อ 9. ผู้ใดได้สวมสิทธิของผู้ถือหุ้นโดยทางมรดกหรือโดยอำนาจศาลต้องนำหลักฐานที่ชอบด้วยกฎหมายมาแสดง บริษัทจึงจะรับจดทะเบียนให้เป็นผู้ถือหุ้น

หมวด 4. กรรมการ

ข้อ 10. คณะกรรมการของบริษัทจะได้รับแต่งตั้งจากที่ประชุมใหญ่ผู้ถือหุ้นเพื่อดำเนินกิจการของบริษัท ภายใต้การควบคุมของที่ประชุมใหญ่ผู้ถือหุ้นและข้อบังคับนี้

ทั้งนี้ กรรมการบริษัทจะเป็นผู้ถือหุ้นของบริษัทหรือไม่ก็ได้

ข้อ 11. คณะกรรมการของบริษัทจะประกอบด้วยกรรมการทั้งหมด ~~เจ็ด~~ ไม่เกิน (7) คน ซึ่งผู้ถือหุ้นกลุ่ม ก. มีสิทธิเสนอชื่อบุคคลเป็นกรรมการได้จำนวนห้า (5) คน ("**กรรมการกลุ่ม ก.**") และผู้ถือหุ้นกลุ่ม ข. มีสิทธิเสนอชื่อบุคคลเป็นกรรมการได้จำนวนสอง (2) คน ("**กรรมการกลุ่ม ข.**")

ข้อ 12. ให้ที่ประชุมผู้ถือหุ้นเลือกตั้งหรือถอดถอนกรรมการบริษัทได้

ให้ผู้ถือหุ้นลงคะแนนเสียงอนุมัติแต่งตั้งหรือถอดถอนบุคคลที่ได้รับเสนอชื่อเป็นกรรมการโดยผู้ถือหุ้นอีกกลุ่มตามสิทธิที่ผู้ถือหุ้นดังกล่าวมีดังที่ระบุในข้อ 11. ทั้งนี้ เว้นแต่เป็นกรณีที่ผู้ถือหุ้นลงคะแนนเสียงให้มีมติถอดถอนกรรมการอันเนื่องจากความบกพร่องหรือประพฤติมิชอบในการปฏิบัติหน้าที่ที่มีตามกฎหมายที่เกี่ยวข้องให้ต้องกระทำ หรือ ขาดคุณสมบัติตามกฎหมายที่เกี่ยวข้องที่จะปฏิบัติหน้าที่เป็นกรรมการ

ข้อ 13. กรรมการผู้ที่จะได้รับการแต่งตั้งเป็นประธานกรรมการต้องเป็นกรรมการกลุ่ม ก.

ในกรณีที่คณะกรรมการพิจารณาเห็นสมควร จะเลือกกรรมการคนหนึ่งหรือหลายคนเป็นรองประธานคณะกรรมการก็ได้ รองประธานคณะกรรมการมีหน้าที่ตามข้อบังคับในกิจการซึ่งประธานคณะกรรมการมอบหมาย

ให้ประธานและรองประธานคณะกรรมการ (ถ้ามี) มีสิทธิออกเสียงในที่ประชุมคณะกรรมการของบริษัทในฐานะกรรมการตามสิทธิของตน

ลงลายมือชื่อ .... กรรมการผู้ขอจดทะเบียน
(นายศุภศิษฏ์ โภคินจารุรัศมิ์)

ข้อ 14. ถ้าตำแหน่งกรรมการว่างลงเพราะเหตุอื่นนอกจากถึงคราวออกตามวาระ คณะกรรมการจะเลือกผู้อื่นขึ้นแทนก็ได้ โดยกรรมการที่ถูกเลือกมาแทนนั้น ต้องได้รับการเสนอชื่อจากผู้ถือหุ้นกลุ่มที่เสนอชื่อกรรมการที่ได้ว่างลง แต่ให้มีเวลาอยู่ในตำแหน่งได้เพียงเท่ากำหนดเวลาที่กรรมการผู้ออกไปนั้นชอบจะอยู่ได้

กรณีที่ตำแหน่งกรรมการว่างลงจนเหลือน้อยกว่าจำนวนที่จะเป็นองค์ประชุม ให้กรรมการที่เหลืออยู่กระทำการในนามของคณะกรรมการได้แต่เฉพาะการเลือกตั้งกรรมการเพิ่มให้ครบจำนวนหรือการจัดให้มีการประชุมผู้ถือหุ้นเพื่อเลือกตั้งกรรมการแทนตำแหน่งที่ว่างทั้งหมดเท่านั้น

ข้อ 15. คณะกรรมการต้องมีการประชุมเท่าที่จำเป็นเพื่อการจัดการและบริหารกิจการงานของบริษัทอย่างเหมาะสม ยกเว้นในกรณีที่กรรมการทุกคนได้สละสิทธิหรือตกลงให้ส่งหนังสือเชิญประชุมในเวลาที่น้อยกว่ากำหนด หนังสือเชิญประชุมคณะกรรมการต้องส่งให้กรรมการของบริษัทแต่ละคนโดยส่งทางไปรษณีย์ลงทะเบียน โทรสาร หรือจดหมายอิเล็กทรอนิกส์ ล่วงหน้าไม่น้อยกว่าห้า (5) วันก่อนวันประชุม

ข้อ 16. การประชุมกรรมการต้องมีคณะกรรมการเข้าประชุมไม่น้อยกว่ากึ่งหนึ่ง (1/2) ของจำนวนกรรมการทั้งหมด จึงจะเป็นองค์ประชุมปรึกษากิจการได้ ทั้งนี้ ต้องมีกรรมการกลุ่ม ข. อย่างน้อยหนึ่ง (1) คนเข้าร่วมประชุมตั้งแต่ต้นจนจบการประชุมในแต่ละครั้ง

ถ้าภายในครึ่งชั่วโมงนับแต่เวลานัดประชุม จำนวนกรรมการซึ่งมาเข้าประชุมยังไม่ครบเป็นองค์ประชุม หรือองค์ประชุมไม่ครบในระหว่างการประชุม ให้กรรมการไม่ว่าคนเดียวหรือหลายคนที่เข้าประชุมในครั้งนั้นเลื่อนการประชุมออกไปและให้นัดประชุมใหม่ ณ สถานที่และเวลาที่กำหนดไม่น้อยกว่าห้า (5) วันทำการ นับจากการกำหนดวันประชุมครั้งก่อน

ให้ประธานคณะกรรมการทำหน้าที่เป็นประธานในที่ประชุมคณะกรรมการ ในกรณีที่ประธานคณะกรรมการไม่อยู่ในที่ประชุมหรือไม่สามารถปฏิบัติหน้าที่ได้ ในกรณีที่มีรองประธานคณะกรรมการ ให้รองประธานคณะกรรมการเป็นประธานที่ประชุม แต่ถ้าไม่มีรองประธานคณะกรรมการหรือมีแต่ไม่อยู่ในที่ประชุมนั้นหรือไม่สามารถปฏิบัติหน้าที่ได้ ให้กรรมการซึ่งมาประชุมเลือกกรรมการกลุ่ม ก. คนใดคนหนึ่งเป็นประธานในที่ประชุม

ข้อ 17. การวินิจฉัยชี้ขาดของที่ประชุมคณะกรรมการให้ถือเสียงข้างมากจากกรรมการทั้งหมดที่เข้าประชุมและมีสิทธิออกเสียง กรรมการคนหนึ่งมีเสียงหนึ่ง (1) เสียงในการลงคะแนน และในกรณีที่คะแนนเสียงเท่ากัน ให้ประธานในที่ประชุมออกเสียงเพิ่มขึ้นอีกเสียงหนึ่งเพื่อเป็นเสียงชี้ขาด ยกเว้นมติสำหรับเรื่องดังต่อไปนี้ ("**กิจการที่ต้องปรึกษาหารือ**") ที่ต้องได้รับอนุมัติด้วยคะแนนเสียงข้างมากจากกรรมการที่เข้าประชุมและมีสิทธิออกเสียง และต้องประกอบด้วยคะแนนเสียงของกรรมการกลุ่ม ข. อย่างน้อยหนึ่ง (1) คน โดยมีรายละเอียดดังต่อไปนี้

ลงลายมือชื่อ x __________ กรรมการผู้ขอจดทะเบียน
(นายศุภศิษฏ์ โกคินจารุรัศมิ)

(ก) การอนุมัติงบประมาณประจำปี

(ข) การอนุมัติแผนการลงทุน

(ค) การอนุมัติการลงทุนในโครงการโรงงานผลิตและจำหน่ายไฟฟ้าที่นอกเหนือจากโครงการโรงงานผลิตและจำหน่ายไฟฟ้าจากพลังงานแสงอาทิตย์ กำลังการผลิตทั้งหมด 220 MW ในเมืองมินบู ประเทศสาธารณรัฐแห่งสหภาพเมียนมาร์ (**"ประเทศเมียนมาร์"**) (**"โครงการโรงไฟฟ้าพลังงานแสงอาทิตย์ 220 MW"**)

(ง) การเข้าทำสัญญาใดๆ ที่มีมูลค่าเกินกว่า ห้าสิบล้าน (50,000,000) บาท ที่นอกเหนือจากที่ระบุในงบประมาณประจำปี หรือแผนการลงทุนที่ได้รับการอนุมัติจากคณะกรรมการแล้ว

(จ) การก่อภาระหนี้สินทางการเงินของบริษัท (รวมทั้งการกู้ยืมและการออกตราสารหนี้) ในธุรกรรมครั้งเดียวหรือหลายครั้งที่เกี่ยวเนื่องกัน ที่มีมูลค่าเท่ากับหรือมากกว่าหนึ่งร้อยล้าน (100,000,000) บาท ในช่วงระยะเวลาสิบสอง (12) เดือน รวมทั้งการก่อสิทธิประโยชน์ที่มีหลักประกันเพื่อเป็นการประกันการก่อภาระหนี้สินทางการเงินของบริษัท

(ฉ) การกำหนดนโยบายการจ่ายเงินปันผล และการอนุมัติจ่ายเงินปันผลของบริษัท

(ช) การกำหนดนโยบายการจ่ายเงินปันผลและการอนุมัติจ่ายเงินปันผลของบริษัทย่อยที่จัดตั้งขึ้นในประเทศเมียนมาร์เพื่อพัฒนาและดำเนินโครงการโรงไฟฟ้าพลังงานแสงอาทิตย์ 220 MW

(ซ) การเพิ่มทุนหรือลดทุนของบริษัท

ข้อ 18. คณะกรรมการเป็นผู้รับผิดชอบจัดการงานทั้งปวงของบริษัท ทั้งนี้ ในการดำเนินการดังกล่าว กรรมการต้องปฏิบัติหน้าที่ให้เป็นไปตามกฎหมาย วัตถุประสงค์ และข้อบังคับของบริษัท ตลอดจนมติของที่ประชุมผู้ถือหุ้นด้วยความซื่อสัตย์สุจริต และระมัดระวังรักษาผลประโยชน์ของบริษัท

คณะกรรมการบริษัทอาจกำหนดจำนวนหรือชื่อกรรมการผู้มีอำนาจลงลายมือชื่อผูกพันบริษัทได้

หมวด 5. การประชุมผู้ถือหุ้น

ข้อ 19. ให้มีการประชุมผู้ถือหุ้นทั่วไปเป็นประชุมใหญ่ภายในหก (6) เดือนนับแต่วันที่ได้จดทะเบียนบริษัท และต่อนั้นไปให้มีการประชุมครั้งหนึ่งทุกปี การประชุมเช่นนี้ เรียกว่า การประชุมสามัญ และการประชุมคราวอื่นบรรดาที่มีนอกจากนี้ เรียกว่า การประชุมวิสามัญ

ลงลายมือชื่อ ____________________ กรรมการผู้ขอจดทะเบียน
(นายศุภศิษฏ์ โภคินจารุรัศมิ์)

ข้อ 20. คณะกรรมการจะเรียกประชุมวิสามัญเมื่อใดก็สุดแต่จะเห็นสมควร หรือเมื่อผู้ถือหุ้นจำนวนรวมกันไม่น้อยกว่าหนึ่งในห้า (1/5) แห่งจำนวนหุ้นของบริษัทเข้าชื่อกันทำหนังสือในฉบับเดียวกันร้องขอให้เรียกประชุมวิสามัญก็ได้ แต่ต้องระบุเหตุผลในการขอให้เรียกประชุมไว้ให้ชัดเจนในหนังสือดังกล่าวด้วย ในกรณีเช่นนี้ คณะกรรมการต้องจัดให้มีการประชุมผู้ถือหุ้นภายในสามสิบ (30) วันนับแต่วันที่ได้รับหนังสือนั้นจากผู้ถือหุ้นดังกล่าว

ข้อ 21. คำบอกกล่าวเรียกประชุมใหญ่ทุกคราวให้ลงพิมพ์โฆษณาอย่างน้อยหนึ่ง (1) คราวในหนังสือพิมพ์แห่งท้องที่ฉบับหนึ่งก่อนวันนัดประชุมไม่น้อยกว่าเจ็ด (7) วัน และส่งหนังสือนัดประชุมทางไปรษณีย์ลงทะเบียนไปยังผู้ถือหุ้นทุกคนที่มีชื่อในทะเบียนของบริษัทก่อนวันนัดประชุมไม่น้อยกว่าเจ็ด (7) วัน เว้นแต่เป็นคำบอกกล่าวเรียกประชุมใหญ่เพื่อลงมติพิเศษ ให้ทำการข้างต้นก่อนวันนัดประชุมไม่น้อยกว่าสิบสี่ (14) วัน

ข้อ 22. ผู้ถือหุ้นคนใดไม่สามารถเข้าประชุมด้วยตนเองได้ อาจมอบฉันทะให้ผู้อื่นเข้าประชุมแทนก็ได้

ข้อ 23. ในการประชุมผู้ถือหุ้น ให้ประธานคณะกรรมการเป็นประธานที่ประชุม ในกรณีที่ประธานคณะกรรมการไม่อยู่ในที่ประชุมหรือไม่สามารถปฏิบัติหน้าที่ได้ ให้รองประธานคณะกรรมการเป็นประธานในที่ประชุม ถ้าไม่มีรองคณะประธานกรรมการหรือมีแต่ไม่อยู่ในที่ประชุมหรือไม่สามารถปฏิบัติหน้าที่ได้ ให้ผู้ถือหุ้นซึ่งอยู่ในที่ประชุมเลือกผู้ถือหุ้นกลุ่ม ก. คนหนึ่ง (1) ทำหน้าที่เป็นประธานในที่ประชุม

ข้อ 24. ในการประชุมใหญ่ผู้ถือหุ้นทุกครั้งต้องมีผู้ถือหุ้นมาเข้าร่วมประชุมรวมกันแทนหุ้นได้ไม่น้อยกว่าหนึ่งในสี่ (1/4) แห่งทุน จึงจะเป็นองค์ประชุม และต้องครบองค์ประชุมตลอดการประชุม

ข้อ 25. ในการออกเสียงลงคะแนนในที่ประชุมผู้ถือหุ้น ให้ผู้ถือหุ้นแต่ละคนมีคะแนนเสียงหนึ่ง (1) เสียงต่อหนึ่ง (1) หุ้นที่ตนถืออยู่ ในกรณีที่ผู้ถือหุ้นคนใดมีส่วนได้เสียเป็นพิเศษในเรื่องใด ผู้ถือหุ้นคนนั้นไม่มีสิทธิออกเสียงลงคะแนนในเรื่องนั้น นอกจากการออกเสียงเลือกตั้งกรรมการ และมติของที่ประชุมผู้ถือหุ้นให้ถือเอามติเสียงข้างมากของผู้ถือหุ้นซึ่งมาประชุมและมีสิทธิออกเสียงลงคะแนน ถ้ามีคะแนนเสียงเท่ากัน ให้ประธานในที่ประชุมออกเสียงเพิ่มขึ้นอีกเสียงหนึ่งเป็นเสียงชี้ขาด

การลงมติทุกครั้งในที่ประชุมผู้ถือหุ้น มติที่เสนอในที่ประชุมผู้ถือหุ้นของบริษัทจะต้องได้รับคะแนนเสียงเห็นชอบข้างมากของผู้ถือหุ้นที่เข้าประชุมและมีสิทธิออกเสียงลงคะแนน

ยกเว้นมติสำหรับเรื่องดังต่อไปนี้ ต้องได้รับอนุมัติจากผู้ถือหุ้นด้วยคะแนนเสียงข้างมากของผู้ถือหุ้นซึ่งมาประชุมและมีสิทธิออกเสียงลงคะแนน และจะต้องประกอบด้วยเสียงของผู้ถือหุ้นกลุ่ม ข. อย่างน้อยหนึ่ง (1) เสียง

ลงลายมือชื่อ ______________ กรรมการผู้ขอจดทะเบียน
(นายศุภศิษฏ์ โภคินจารุรัศมี)

(1) เรื่องที่ต้องได้รับการอนุมัติด้วยมติพิเศษภายใต้กฎหมายที่เกี่ยวข้อง ได้แก่

(ก) การแก้ไขเพิ่มเติมข้อบังคับและ/หรือหนังสือบริคณห์สนธิของบริษัท

(ข) การชำระบัญชีหรือเลิกกิจการของบริษัท

(ค) การเพิ่มทุนหรือลดทุนของบริษัท

(ง) การควบรวมบริษัทกับบริษัทอื่น

(จ) การออกหุ้นใหม่ ที่มีการชำระเต็มจำนวนหรือบางส่วนด้วยสิ่งอื่นที่นอกเหนือจากเงิน

(ฉ) การแปรสภาพบริษัทเป็นบริษัทมหาชน

(2) เรื่องกิจการที่ต้องปรึกษาหารือเป็นพิเศษ (Shareholders Reserved Matters) มีดังนี้

(ก) การเข้าทำสัญญาที่มีมูลค่าเกินกว่าทุนจดทะเบียนของบริษัท

(ข) การก่อภาระหนี้สินทางการเงินของบริษัท (รวมทั้งการกู้ยืมและการออกตราสารหนี้) ที่มีมูลค่าเกินกว่าทุนจดทะเบียนของบริษัท รวมทั้งการก่อสิทธิประโยชน์ที่มีหลักประกันเพื่อเป็นการประกันการก่อภาระหนี้สินทางการเงินของบริษัท

หมวด 6. การเพิ่มทุนและการลดทุน

ข้อ 26. บริษัทอาจเพิ่มทุนของบริษัทได้ ด้วยการออกหุ้นใหม่โดยมติที่ประชุมผู้ถือหุ้นด้วยคะแนนเสียง ไม่น้อยกว่าสามในสี่ (3/4) ของจำนวนเสียงทั้งหมดของผู้ถือหุ้นที่มาประชุมและมีสิทธิออกเสียงลงคะแนน

ข้อ 27. บริษัทอาจลดทุนของบริษัทจากจำนวนที่จดทะเบียนไว้ได้ด้วยการลดมูลค่าหุ้นแต่ละหุ้นให้ต่ำลงหรือลดจำนวนหุ้นให้น้อยลง โดยมติที่ประชุมผู้ถือหุ้นด้วยคะแนนเสียงไม่น้อยกว่าสามในสี่ (3/4) ของจำนวนเสียงทั้งหมดของผู้ถือหุ้นที่มาประชุมและมีสิทธิออกเสียง

ทั้งนี้ บริษัทจะลดทุนไปให้ต่ำกว่าจำนวนหนึ่งในสี่ (1/4) ของทุนทั้งหมดไม่ได้

ข้อ 28. เมื่อบริษัทประสงค์จะลดทุน ให้โฆษณาความประสงค์ดังกล่าวในหนังสือพิมพ์แห่งท้องที่ อย่างน้อยหนึ่ง (1) คราวและมีหนังสือบอกกล่าวความประสงค์จะลดทุนไปยังเจ้าหนี้ของบริษัท โดยกำหนดเวลาให้ส่งคำคัดค้านภายในกำหนดสามสิบ (30) วันนับแต่วันที่ได้รับหนังสือบอกกล่าวนั้น

ถ้าไม่มีผู้ใดคัดค้านภายในกำหนดเวลาสามสิบ (30) วัน ให้ถือว่าไม่มีการคัดค้าน

ลงลายมือชื่อ x__________ กรรมการผู้ขอจดทะเบียน
(นายศุภศิษฏ์ โภคินจารุรัศมิ์)

หมวด 7. งบดุล

ข้อ 29. ให้กรรมการจัดทำงบดุลแสดงรายการจำนวนทรัพย์สินและหนี้สินของบริษัทกับทั้งบัญชีกำไรขาดทุนทุกรอบปีทางบัญชีเงินของบริษัท โดยเริ่มตั้งแต่วันที่ 1 มกราคม และสิ้นสุดในวันที่ 31 ธันวาคม ของทุกปี

ข้อ 30. คณะกรรมการต้องจัดให้มีผู้สอบบัญชีอย่างน้อยหนึ่ง (1) คน เพื่อตรวจสอบแล้วนำเสนอเพื่อขออนุมัติจากที่ประชุมผู้ถือหุ้นในการประชุมสามัญประจำปีภายในสี่ (4) เดือนนับแต่วันที่ลงในงบดุลนั้น

ข้อ 31. ให้ที่ประชุมสามัญประจำปีแต่งตั้งผู้สอบบัญชีของบริษัท และกำหนดบำเหน็จเป็นครั้งคราว

ผู้สอบบัญชีต้องไม่เป็นกรรมการ พนักงาน ลูกจ้างหรือผู้ดำรงตำแหน่งหน้าที่ใดๆ ในบริษัท

ข้อ 32. ผู้สอบบัญชีมีอำนาจในการตรวจสอบบัญชี เอกสาร และหลักฐานอื่นใดที่เกี่ยวกับรายได้รายจ่ายตลอดจนทรัพย์สินและหนี้สินของบริษัทได้ในระหว่างเวลาทำการของบริษัท ในการนี้ ให้ผู้สอบบัญชีมีอำนาจสอบถามกรรมการ พนักงาน ลูกจ้าง ผู้ดำรงตำแหน่งหน้าที่ใดๆ ของบริษัท และตัวแทนของบริษัท รวมทั้งให้บุคคลเหล่านั้นชี้แจงข้อเท็จจริงหรือส่งเอกสาร หรือหลักฐานเกี่ยวกับการดำเนินกิจการของบริษัทได้

หมวด 8. เงินปันผลและเงินสำรอง

ข้อ 33. การจ่ายเงินปันผลทุกคราว บริษัทต้องจัดสรรเงินไว้เป็นทุนสำรองอย่างน้อยหนึ่งในยี่สิบ (1/20) ของเงินกำไรสุทธิซึ่งบริษัททำมาหาได้จากกิจการของบริษัท จนกว่าทุนสำรองนั้นจะมีจำนวนถึงหนึ่งในสิบ (1/10) ของจำนวนทุนของบริษัทหรือมากกว่านั้น

ข้อ 34. ห้ามจ่ายเงินปันผลจากเงินประเภทอื่นนอกจากเงินกำไร ในกรณีที่บริษัทยังมียอดขาดทุนสะสมอยู่ ห้ามมิให้จ่ายเงินปันผล

ข้อบังคับนี้ ได้รับการอนุมัติจากที่ประชุมวิสามัญผู้ถือหุ้นเมื่อวันที่ 29 มิถุนายน 2558

ลงลายมือชื่อ x________________ กรรมการผู้ขอจดทะเบียน

(นายศุภศิษฎ์ โภคินจารุรัศมิ์)

(Translation)

(True Copy)
-Signature-
(Mr. Sakon Keawnern)
Registrar

Articles of Association of Green Earth Power (Thailand) Co., Ltd.

Chapter 1. General Provisions

Article 1. Unless otherwise provided in these Articles of Association, the provisions of the Civil and Commercial Code regarding limited companies shall apply.

Article 2. Where it is expedient to amend these Articles of Association, a proposal shall be made to a general meeting of shareholders for such amendment in accordance with the law.

Chapter 2. Shares and Shareholders

Article 3. The shares of the Company shall consist of ordinary shares which are divided into two (2) groups as follows:

(1) Group A Shares: Eighty – eight (88) percent of the total issued ordinary shares; and

(2) Group B Shares: Twelve (12) percent of the total issued ordinary shares.

The shareholders of Group A Shares are collectively referred to as the **Group A Shareholders**, and the shareholders of Group B Shares are collectively referred to as the **Group B Shareholders**. Unless otherwise provided in these Articles of Association, both groups of shares shall have same rights and status.

Article 4. The Company shall not own its shares nor take them in pledge.

Article 5. The Company shall issue share certificates to the shareholders within two (2) months from the date that the Company has received payment for the shares in full.

Article 6. Each share certificate shall bear the signature of at least one (1) director together with the Company's seal and shall have the statement "the transfer, sale, pledge, creation of obligations or other disposal of shares in accordance with the share certificate shall be under the terms as specified in these Articles of Association of the Company."

Chapter 3. Share Transfer

Article 7. A share transfer must be in writing, and shall be executed by the transferor and the transferee, and confirmed by at least one (1) witness. A transfer of shares shall have the full effect against the Company or the third parties only when the Company has registered such transfer in the register of the shareholders.

Signed -Signature- Director
(Mr. Supasit Pokinjaruras)

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SIGNED..........

(Translation)

Article 8. If the transferee is desirous to obtain a new share certificate, he/she shall make a request in writing signed by the transferee and certified by at least one (1) witness and must return the previous share certificate or other evidence to the Company. In this regard, if the Company is of the view that the share transfer is lawful, the Company shall register such share transfer within seven (7) days from receipt of such request, and shall issue a new share certificate within one (1) month from receipt of such request.

Article 9. A person, who subrogates the right of a shareholder by means of inheritance or court order, shall provide lawful evidence to the Company, and the Company will register such other person as a shareholder.

Chapter 4. Directors

Article 10. A Board of Directors of the Company shall be elected by the shareholders at a general meeting to carry out the Company's business under the control of the shareholders and subject to these Articles of Association.

A director may be a shareholder of the Company.

Article 11. The Board of Directors of the Company shall consist of a maximum of seven (7) directors: five (5) directors (**"Group A Directors"**) shall be appointed upon the nomination of Group A Shareholders and two (2) directors (**"Group B Directors"**) shall be appointed upon the nomination of Group B Shareholders.

Article 12. A general meeting of shareholders shall appoint or remove the directors of the Company.

The shareholders shall vote to appoint and remove a director nominated by another group of shareholders in accordance with their respective entitlement under Article 11. However, the shareholders may vote to remove a director due to his or her willful failure or misconduct in performing his or her duties as required by the applicable law or for disqualification of a director under the applicable law.

Article 13. The chairman of the Board of Directors shall be elected from a director of Group A Directors.

If the Board of Directors deems it appropriate, the Board of Directors may appoint a director(s) as a vice chairman. The vice chairman shall have the duties pursuant to the Articles of Association in respect of the business delegated by the chairman of the Board of Directors.

The chairman and vice chairman (if any) of the Board of Directors shall be entitled to vote at the Board of Directors' meeting in his or her capacity as a director.

Signed -Signature- Director
(Mr. Supasit Pokinjaruras)

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(Translation)

Article 14. Any vacancy among the directors, otherwise than by rotation, may be filled by the Board of Directors, upon nomination by that group of shareholders who nominated the directors whose office has become vacated but any person so appointed shall retain the office during such time only as the vacating director is entitled to retain the same.

If the number of directors is reduced below the number necessary to form a quorum, the subsisting directors shall act on behalf of the Board of Directors for the purpose of only appointing the directors in a number necessary to form a quorum, or to summon a general meeting of shareholders to appoint directors to fill the vacancies.

Article 15. The Board of Directors shall convene meetings as often as may be necessary for the proper operation and management of the Company, except in the case that all the directors waive the right or agree to have the invitation letter sent at a shorter notice. The notice to the Board of Directors' meeting shall be given to each director at least five (5) days prior to the meeting date by registered mail, facsimile or e-mail.

Article 16. At all meetings of the Board of Directors, a quorum shall consist of not less than half (1/2) of the total number of directors. At least one (1) director from Group B Directors shall attend the meeting from the beginning to the end of each meeting.

If a quorum is not present within half an hour from the meeting time or during the course of the meeting, the director(s) present shall adjourn and call for a new Board of Directors' meeting in a specified place and time not less than five (5) Business Days from the date of the previous meeting.

The chairman of the Board of Directors shall preside over the meetings of the Board of Directors. If the chairman is not present at a meeting or the chairman cannot perform his or her duty, and the vice chairman is present, the vice chairman shall be preside as the chairman of such meeting. If there is no such vice chairman or the vice chairman is not present at the meeting or cannot perform his or her duty, the present directors shall choose one of the Group A Directors to be the chairman of such meeting.

Article 17. Decisions at any meeting of the Board of Directors shall be decided by a majority of votes of those directors present at the meeting and entitled to vote. Each director shall have one (1) vote. In the case of an equality of votes, the chairman of the meeting shall have a casting vote, the following matters (**"Reserved Matters"**) shall be passed by a simple majority of votes of those directors present at the meeting and entitled to vote, and must consist of the vote of at least one (1) director from the Group B Directors.

(1) Approval of the annual budget;

(2) Approval of the investment plan;

(3) Approval of investment in any power plant project except for the solar power plant project with the capacity of 220 MW located in

Signed -Signature- Director
(Mr. Supasit Pokinjaruras)

(Translation)

Minbu, the Republic of the Union of Myanmar (**"Myanmar"**) (**"the 220MW Solar Power Plant Project"**);

(4) Entering into any agreement with a value exceeding Baht fifty (50) million which has not been stated in the annual budget or the investment plan approved by the Board of Directors;

(5) Incurrence of financial indebtedness (including borrowings and issuance of debt securities) by the Company in excess of Baht one hundred (100) million or its equivalent in a single transaction or series of related transactions over a twelve (12) month period, including the creation of any security interest to secure such financial indebtedness;

(6) Determination of the dividend policy and approval of dividend payments of the Company;

(7) Determination of the dividend policy and approval of dividend payments of the project company established in the Myanmar for developing and operating the 220 MW Solar Power Plant Project; and

(8) Capital increase and decrease of the Company.

Article 18. The Board of Directors shall carry out the business of the Company. In carrying out the business, the directors shall perform their duties in compliance with the laws, the objectives and the Articles of Associations of the Company, as well as the resolutions of the general meetings of shareholders, honestly and prudently with a view to protect the interest of the Company.

The Board of Directors may specify the number or name of the directors who are authorized to sign to bind the Company.

Chapter 5. General Meetings

Article 19. An annual general meeting of shareholders shall be held within six (6) months after the date of registration of the Company, and shall subsequently be held once a year thereafter. Such general meetings are referred to as the "ordinary general meetings", and all other general meetings are referred to as the "extraordinary general meetings".

Article 20. The Board of Directors may summon any extraordinary general meeting whenever they deem it appropriate or if a requisition to that effect is made in writing by shareholders holding in aggregate of not less than one-fifth (1/5) of the shares of the Company. The requisition must clearly specify the reason for which the meeting is required to be summoned. In this regard, the Board of Directors must convene a general meeting of shareholders within thirty (30) days from receipt of such requisition from the shareholders.

Signed -Signature- Director

(Mr. Supasit Pokinjaruras)

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(Translation)

Article 21. A notice summoning every meeting of shareholders shall be published at least once (1) time in a local newspaper at least seven (7) days prior to the meeting date and shall be sent, by registered mail, to all shareholders whose names appear in the register of shareholders at least seven (7) days prior to the meeting date, with the exception of a notice for summoning a general meeting for the matters requiring a special resolution where such notice must be sent at least fourteen (14) days prior to the meeting date.

Article 22 A shareholder who cannot attend a meeting personally may appoint a proxy to attend a meeting on his or her behalf.

Article 23. The chairman of the Board of Directors shall preside over a general meeting of shareholders. If the chairman of the Board of Directors is not present at a meeting or the chairman cannot perform his or her duty, the vice chairman shall be elected to be the chairman of such meeting. If there is no such vice chairman or the vice chairman is not present at the meeting or cannot perform his or her duty, the shareholders present shall choose one (1) of Group A Shareholders to be the chairman of such meeting.

Article 24. A quorum of a general meeting of shareholders shall consist of shareholders attending the meeting in person or by proxy representing at least one-fourth (1/4) of the capital of the Company throughout the meeting.

Article 25. In voting at a general meeting of shareholders, each shareholder shall have one (1) vote for one (1) share held by him or her. A shareholder who has a conflict interest in a resolution cannot vote on such resolution, with the exception of voting for appointment of the directors. All resolutions shall require the majority vote of shareholders present at the meeting and entitled to vote. In the case of an equality of votes, the chairman of the meeting shall be entitled to a casting vote.

In all voting at a general meeting of shareholders, the resolutions shall require the majority vote of shareholders present at the meeting and entitled to vote.

The following matters shall also require the majority vote of shareholders present at the meeting and entitled to vote and must consist of the vote of at one of Group B shareholders:

(1) The matters where a special resolution is required under applicable laws, which include:

(a) Any amendment of the Articles of Association of the Company and/or the Memorandum;

(b) The liquidation or dissolution of the Company;

(c) The capital increase and decrease of the Company;

(d) The amalgamation with another company;

Signed -Signature- Director

(Mr. Supasit Pokinjaruras)

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(e) The issuance of new shares as fully or partially paid-up other than in money; and

(f) The conversion of the Company to a public company.

(2) The Shareholders Reserved Matters ("**Shareholders Reserved Matters**") which are as follows:

(a) Entering into any agreement with a value exceeding the registered capital of the Company; and

(b) Incurrence of financial indebtedness (including borrowings and issuance of debt securities) by the Company in excess of the registered capital of the Company, including creation of any security interest to secure such financial indebtedness.

Chapter 6. Increase and Decrease in Capital

Article 26. The Company may increase its capital by issuing new shares by a resolution passed at a general meeting of shareholders by a vote of not less than three-quarters (3/4) of the total votes cast by the shareholders who are present at the meeting and entitled to vote.

Article 27. The Company may decrease its registered capital either by reducing the par value of each share or by reducing the number of its shares by a resolution passed at a general meeting of shareholders by a vote of not less than three-quarters (3/4) of the total votes cast by the shareholders who are present at the meeting and entitled to vote.

The capital of the Company may not be reduced to less than one-quarter (1/4) of its total capital.

Article 28. If the Company proposes to decrease its capital, it must publish such proposal at least one (1) time in a local newspaper, and send to all creditors known to the Company a notice of the particulars of the proposed reduction, requiring the creditors to submit any objection they may have to such reduction within thirty (30) days from the date of such notice.

If no objection is raised within the period of thirty (30) days, none is deemed to exist.

Chapter 7. Balance Sheet

Article 29. The directors shall arrange for the preparation of a balance sheet containing a list of the assets and liabilities of the Company and a profit and loss statement of every fiscal year of the Company commencing from 1 January and ending on 31 December of each year.

Signed -Signature- Director

(Mr. Supasit Pokinjaruras)

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SIGNED................................

(True Copy)
-Signature-
(Mr. Sakon Keawnern)
Registrar

(Translation)

Article 30. The directors shall have the balance sheet audited by at least one (1) auditor and submitted to the annual general meeting of shareholders for approval within four (4) months as from the date shown on such balance sheet.

Article 31. The annual general meeting shall appoint the auditor of the Company and determine his or her remuneration from time to time.

The auditor shall not be a director, employee, and staff-member or hold any position in the Company.

Article 32. The auditor shall be authorized to audit accounts, documents and other evidence relating to income and expenses, as well as assets and liabilities of the Company during the business hours of the Company. In this regard, the auditor shall be authorized to question the directors, employees, staffs, or persons holding any position in the Company, as well as the representatives of the Company, and the auditor may require these persons to clarify facts or submit documents or evidence relating to the business operations of the Company.

Chapter 8. Dividend and Reserve Fund

Article 33. The Company must appropriate to a reserve fund, at each distribution of dividends, at least one-twentieth (1/20) of the net profits arising from the business of the Company, until the reserve fund reaches one-tenth (1/10) or more of the registered capital of the Company.

Article 34. No dividend must be declared from other type of money except from profits. If the Company has accumulated losses, no dividend may be declared.

These Articles of Association are approved by resolutions of Extraordinary General Meeting of Shareholders, which was held on 29 June 2015.

Signed -Signature- Director

(Mr. Supasit Pokinjaruras)

CERTIFIED CORRECT TRANSLATION

SIGNED.......................

WEERAWONG C&P
WEERAWONG, CHINNAVAT & PEANGPANOR LTD.

Notarial Certificate

I, Miss Pattarapa Pattanaporn, a duly licensed lawyer authorized to practice law in the Kingdom of Thailand and a registered Notarial Services Attorney, registration no. 6388/2558, hereby examined the following document and certified that:

(i) the List of Shareholders of GEP in the copied form, as attached hereto, is true and correct copy of its respective original, certified by the MOC on 17 February 2016;

(ii) Miss Kulnisha Srimontien had duly signed and certified true and correct English translations of the documents referred to in item (i) above, as attached in my presence.

Below, I ascribe my signature and affix the notarial seal this 23 day of February, 2016 in Bangkok, Thailand.

Signature: Patt
Miss Pattarapa Pattanaporn

Reg. No.6388/2558

หนังสือรับรอง

CERTIFICATE

หนังสือรับรองฉบับนี้ให้ไว้เพื่อแสดงว่า

This is to certify that

นางสาวภัทราภา พัฒนาภรณ์

Miss Pattarapa Pattanaporn

ใบอนุญาตให้เป็นทนายความเลขที่ 1659/2557

an Attorney at Law, License No.1659/2557

ได้รับการขึ้นทะเบียนเป็นทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร

has been registered as a Notarial Services Attorney qualified to certify signatures and documents

ตามข้อบังคับสภาทนายความว่าด้วยการขึ้นทะเบียนทนายความผู้ทำคำรับรองลายมือชื่อและเอกสาร พ.ศ.2551

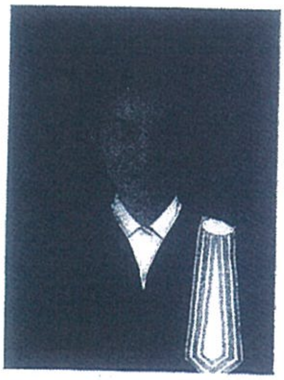
pursuant to the Regulation of the Lawyers Council on Registration of Notarial Services Attorneys B.E.2551

หนังสือรับรองฉบับนี้มีผลถึงวันที่ 22 กุมภาพันธ์ 2560

This Certificate is valid until February 22, 2017

ให้ไว้ ณ วันที่ 22 กุมภาพันธ์ 2558

Given on February 22, 2015



Reg.No./ทะเบียนเลขที่ 6388/2558
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่ 22/2/2017

นายสุมิตร มาศรังสรรค์

CERTIFIED TRUE COPY

ผู้อำนวยการ

Mr. Sumit Masrungson

Director

Pattarapa Pattanaporn

สำนักงานทะเบียนแบบการรับรองลายมือชื่อและเอกสาร สภาทนายความ

The Registry of Signature and Document Attestation, Lawyers Council of Thailand



เลขหมายใบอนุญาตให้เป็นทนายความ 1659/2557
เลขประจำตัวบัตรประชาชน 1-6199-00126-31-1
ชื่อ นางสาวภัทราภา พัฒนาภรณ์
เกิดวันที่ 19 ส.ค. 2532
ที่อยู่ 455-457 ถนนศรีอุทัย
ตำบลอุทัยใหม่ อำเภอเมือง
อุทัยธานี 61000
โทร. 081-0389944
ลายมือชื่อผู้ถือบัตร



บัตรประจำตัวสมาชิกสภาทนายความ
ประเภท ตลอดชีพ
ชื่อสำนักงาน ภัทราภา พัฒนาภรณ์ ทนายความ
เลขที่ 455-457 ถนนศรีอุทัย
ตำบลอุทัยใหม่ อำเภอเมือง
อุทัยธานี 61000
วันที่ 22 ส.ค. 2557 วันออกบัตร
วันที่ 21 ส.ค. 2563 บัตรหมดอายุ
(นางสาวอรอนงค์ เทศะบำรุง) นายทะเบียนสภาทนายความ
(นายเดชอุดม ไกรฤทธิ์) นายกสภาทนายความ
สภาทนายความในพระบรมราชูปถัมภ์

CERTIFIED TRUE COPY

Pattarapa Pattanaporn

กรมพัฒนาธุรกิจการค้า
กระทรวงพาณิชย์

เลขที่ 11009594011592 วันที่ออกเอกสาร 17 กุมภาพันธ์ 2559

สำเนาบัญชีรายชื่อผู้ถือหุ้น

แบบ บอจ. 5

ชื่อบริษัทจำกัด: บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

ทะเบียนเลขที่ 0 1 0 5 5 2 8 0 1 5 2 0 0

☐ ณ วันประชุม ☐ จัดตั้งบริษัท ☐ สามัญผู้ถือหุ้น ☐ วิสามัญผู้ถือหุ้น ครั้งที่ ________ เมื่อวันที่ ________

☑ คัดจากสมุดทะเบียนผู้ถือหุ้น เมื่อวันที่ 3 กุมภาพันธ์ 2559

ทุนจดทะเบียน 25,755,800 บาท แบ่งออกเป็น 257,558 หุ้น มูลค่าหุ้นละ 100.- บาท

ผู้ถือหุ้น ไทย 1 คน จำนวน 30,908 หุ้น อื่นๆ 2 คน จำนวน 226,650 หุ้น

ลำดับที่	ชื่อผู้ถือหุ้น / สัญชาติ(3) / อาชีพ / ที่อยู่	จำนวนหุ้นที่ถือ	เงินที่ชำระแล้ว (1) / ถือว่าชำระแล้ว (2)	เลขหมายของหุ้น	ลงวันที่	วันลงทะเบียนผู้ถือหุ้น เป็น	ขาด
1.	โนเบิล เพลนเน็ต พีทีอี. แอลทีดี. Noble Planet Pte. Ltd.		หุ้นละ (1)				
	สิงคโปร์ / ประกอบธุรกิจ / 1	1,641	100.-	1-1641	3/2/59	4/10/56	-
	ราฟเฟิลส์ เพลซ, #28-02 วัน ราฟเฟิลส์ เพลซ, สิงคโปร์ 048616	34,903	100.-	5001-39903	3/2/59	24/2/58	-
	(1 Raffles Place, #28-02 One Raffles Place, Singapore 048616)		(2)				
			หุ้นละ (1)				
		5	100.-	4996-5000	3/2/59	30/4/54	-
		1,361	100.-	2546-3906	3/2/59	4/10/56	-
		29,054	100.-	82311-111364	3/2/59	6/5/58	-
		36,058	100.-	111365-147422	3/2/59	3/2/59	-
			(2)				
2.	เพลนเน็ต เอ็นเนอร์ยี่ โฮลดิ้ง พีทีอี. แอลทีดี. (Planet Energy Holding Ptd. Ltd.)		หุ้นละ (1)				
	สิงคโปร์ / ประกอบธุรกิจ / 1	93,137	100.-	147423-240559	2/2/59	6/5/58	-
	ราฟเฟิลส์ เพลซ, #28-02 วัน ราฟเฟิลส์ เพลซ, สิงคโปร์ 048616	3,640	100.-	51820-55459	30/6/58	23/6/58	-
	(1 Raffles Place, #28-02 One Raffles Place, Singapore 048616)	3,640	100.-	55460-59099	30/6/58	23/6/58	-
		3,640	100.-	59100-62739	30/6/58	23/6/58	-
			(2)				
			หุ้นละ (1)				
		5,106	100.-	62740-67845	30/6/58	23/6/58	-
		14,465	100.-	67846-82310	30/6/58	23/6/58	-
			(2)				
3.	บริษัท วินเทจ วิศวกรรม จำกัด (มหาชน) (ทะเบียนเลขที่ 0107551000215)		หุ้นละ (1)				
	ไทย / ประกอบธุรกิจ / 128	904	100.-	1642-2545	30/6/58	23/6/58	-
	ซอยเลี่ยงเมืองนนทบุรี 10 ตำบลบางกระสอ	1,089	100.-	3907-4995	30/6/58	23/6/58	-
	อำเภอเมือง จังหวัดนนทบุรี						
			หุ้นละ (1)				
		11,916	100.-	39904-51819	30/6/58	23/6/58	-
		16,999	100.-	240560-257558	30/6/58	30/6/58	-
			(2)				
			หุ้นละ (1)				
			(2)				

หน้า 1 ของจำนวน 1 หน้า

ขอรับรองว่าเป็นรายการที่ถูกต้องตรงกับสมุดทะเบียนผู้ถือหุ้น

(Seal)

ลงลายมือชื่อ ________ กรรมการ
(นายศุภศิษฏ์ โภคินจารุรัศมิ์)

Green Earth Power (Thailand) Co., Ltd.

หมายเหตุ ช่อง "เงินที่ชำระแล้ว (1)" ให้ระบุจำนวนเงินค่าหุ้นที่ชำระแล้วแต่ละหุ้น เฉพาะหุ้นซึ่งต้องชำระเป็นเงิน
ช่อง "ถือว่าชำระแล้ว (2)" ให้ระบุค่าหุ้นที่ถือว่าชำระแล้วแต่ละหุ้น เฉพาะหุ้นซึ่งต้องชำระด้วยทรัพย์สิน หรือ แรงงาน
ช่อง "สัญชาติ (3)" หากเป็นนิติบุคคล ให้ระบุประเทศที่จดทะเบียนจัดตั้ง

WCP 402308 v1

บธ.11:34

(Translation)

(Royal Emblem)
Department of Business Development
Ministry of Commerce

No. 11009594011592 Issued Date: 17 February 2016

Form BorOrJor.5

COPY LIST OF SHAREHOLDERS

Name of Limited Company	Green Earth Power (Thailand) Co., Ltd.	Registration No. 0 1 0 5 5 2 8 0 1 5 2 0 0

☐ Date of Meeting ☐ Statutory Meeting ☐ Ordinary Meeting ☐ Extraordinary Meeting No._____ dated_____

☒ Obtaining of Share Register dated 3 February 2016

The registered capital is 25,755,800 Baht divided into 257,558 share(s) par value of 100.- Baht

Nationality of Shareholders Thai 1 person(s) holding 30,908 share(s) Foreigner 2 person(s) holding 226,650 share(s)

No.	Name of Shareholders / Nationality(3)	Occupation	Address	Number of Shares held	Paid up(1) / Deemed to be paid up(2)	Share Certificate No. – Share No.	Share Certificate No. – Dated	Date of Shareholder Registration – Become	Date of Shareholder Registration – Cease
1.	Noble Planet Pte. Ltd.				per share (1)				
	Singapore	Business	1	1,641	100.-	1-1641	03/02/16	4/10/13	-
	1 Raffles Place, #28-02 One Raffles Place, Singapore 048616			34,903	100.-	5001-39903	03/02/16	24/2/15	-
					(2)				
					per share (1)				
				5	100.-	4996-5000	03/02/16	30/4/11	-
				1,361	100.-	2546-3906	03/02/16	4/10/13	-
				29,054	100.-	82311-111364	03/02/16	6/5/15	-
				36,058	100.-	111365-147422	03/02/16	03/02/16	-
					(2)				
2.	Planet Energy Holding PTE. LTD.				per share (1)				
	Singapore	Business	1	93,137	100.-	147423-240559	02/02/16	6/5/15	-
	1 Raffles Place, #28-02 One Raffles Place, Singapore 048616			3,640	100.-	51820-55459	30/6/15	23/6/15	-
				3,640	100.-	55460-59099	30/6/15	23/6/15	-
				3,640	100.-	59100-62739	30/6/15	23/6/15	-
				5,106	100.-	62740-67845	30/6/15	23/6/15	-
				14,465	100.-	67846-82310	30/6/15	23/6/15	-
					(2)				
3.	Vintage Engineering Public Company Limited				per share (1)				
	Thai	Business	128	904	100.-	1642-2545	30/6/15	23/6/15	-
	Soi Liang Muang Nonthaburi 10 Tambon Bangkrasor, Amphur Muang Nonthaburi			1,089	100.-	3907-4995	30/6/15	23/6/15	-
					(2)				
					per share (1)				
				11,916	100.-	39904-51819	30/6/15	23/6/15	-
				16,999	100.-	240560-257558	30/6/15	30/6/15	-
					(2)				
					per share (1)				
					(2)				
					per share (1)				
					(2)				

Page 1 of 1

It is certified that the particulars herein are in accordance with the Share Register

(Signed) —Signature— Director
(Mr. Supasit Phokinjaruras)

Remark "Paid up (1)" Please specify paid up amount of payment for each share, paid up by cash only.
"Deemed to be paid up (2)" Please specify amount of deemed to be paid up for each share, paid up by property or labor only.
"Nationality (3)" In case of Juristic person, please specify the incorporated country.

BorTor. 11:34



บัตรประจำตัวประชาชน Thai National ID Card
เลขประจำตัวประชาชน Identification Number 3 1009 01946 47 1
ชื่อตัวและชื่อสกุล นาย ศุภศิษฎ์ โภคินจารุรัศมิ์
Name Mr. Supasit
Last name Pokinjaruras
เกิดวันที่ 9 ก.ย. 2525
Date of Birth 9 Sep. 1982
ศาสนา พุทธ
ที่อยู่ 55/1 ซ.แสงเงิน แขวงคลองตันเหนือ
เขตวัฒนา กรุงเทพมหานคร
15 ต.ค. 2556
วันออกบัตร
15 Oct. 2013
Date of Issue
(นาย[illegible])
เจ้าพนักงานออกบัตร
8 ก.ย. 2565
วันบัตรหมดอายุ
8 Sep. 2022
Date of Expiry
1009-03-10151338

BORA-16-02



ประเทศไทย

THAILAND

JTO 0723902--88

หนังสือเดินทางฉบับนี้ มี ๖๖ หน้า
This passport contains 66 pages

Passport No.
AA2417967

รายการบันทึก
ENDORSEMENTS

Thailand

PASSPORT
หนังสือเดินทาง



Type / รหัส	Country Code / ประเทศ	Passport No. / หนังสือเดินทางเลขที่
P	THA	AA2417967

Surname / นามสกุล
POKINJARURAS

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. SUPASIT

Name in Thai / ชื่อภาษาไทย
นาย ศุภสิษฏ์ โภคินจารุรัศมิ์

Nationality / สัญชาติ	Date of birth / วันเกิด	Identification No. / เลขประจำตัวประชาชน
THAI	09 SEP 1982	3100901946471
Sex / เพศ	**Height / ส่วนสูง**	**Place of birth / สถานที่เกิด**
M	1.72	BANGKOK

Date of issue / วันที่ออก
18 NOV 2013

Issuing Authority / ออกให้โดย
MINISTRY OF FOREIGN AFFAIRS

Date of expiry / วันที่หมดอายุ
17 NOV 2018

Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

2

P<THAPOKINJARURAS<<SUPASIT<<<<<<<<<<<<<<<<<<<

AA24179678THA8209094M1811179310090194647 1<74

KASIKORNTHAI

ธนาคารกสิกรไทย
开泰银行 KASIKORNBANK

CONFIDENTIAL

Our Ref, 787-0439/2015

September 07, 2015

Dear Sir :

This letter serves as bank reference for our customer. We are pleased to give you the following details on our customer's account with us :

1. Title of account : GREEN EARTH POWER (THAILAND) CO.,LTD
2. Customer of CENTRAL EMBASSY BRANCH
3. Type of account : Saving Deposit Account No. 787-2-18010-3

Overdraft on sound securities:***THB0.00***

4. Length of time account maintained : 1 year
5. Balance of account on 29 June 2015 : Credit balance ***USD 10,745,671.751 ***
6. Name of applicant : GREEN EARTH POWER (THAILAND) CO.,LTD
7. Comment : Considered financially sound

Very truly yours,

KASIKORNBANK

PUBLIC COMPANY LIMITED

Mr. Jarumyo Panit

ASSISTANT BRANCH MANAGER

This information is given in confidence without any liabilities to this bank or any of its officers.

รายการเดินบัญชีเงินฝากออมทรัพย์
活期储蓄账户对账单
STATEMENT OF SAVINGS DEPOSIT

ธนาคารกสิกรไทย
开泰银行 KASIKORNBANK

Name GREEN EARTH POWER (THAILAND) CO.,LTD

Address Level 18 Park Ventures Ecoplex 57 wireless Road
Lumpini Pathumwan Bangkok 10330 Thailand

Owner Branch 0787
CENTRAL EMBASSY BRANCH
Account Number 787-2-18010-3

Date	Description	Withdrawal/Deposit	Outstanding Balance	Branch Code/Channel	Teller ID	Time Eff.Date
29-06-2015	Beginning Interest		0.00			
29-06-2015	Beginning Balance		1,000.00			
29-06-2015	Cheque Money Transfer No Book	366,319,950.50	366,320,950.50	0391	00643	112939
	Ending Balance		366,320,950.50			
	TOTAL WITHDRAWAL = 0 ITEMS	0.00				
	TOTAL DEPOSIT = 1 ITEMS	366,319,950.50				

KASIKORNBANK PUBLIC COMPANY LIMITED CENTRAL EMBASSY BRANCH

Printed by K0447874 Central Embassy Branch : Date 06-07-2015 Time 10:53:08

KANBAWZA BANK LTD. KYAUKTADA BRANCH

KANBAWZA BANK
KYAUKTADAR BRANCH
No(33-39), Corner of Bank St & Maharbandoola St,
Kyauktada Tsp. Yangon
Ph: (01)373952-53,
Fax: 373962-63

ACCOUNT NO. : 06010706000147901 (USD)
NAME : U AUNG THIHA
NRC : 12/BAHANA(N)079226
ADDRESS : NO.123-A,SHWE GONE DINE ST, , BAHAN, YANGON,YANGON DIVISON

PHONE : 09421080221 95409266

Date : 01 September, 2015

Statement Of Transaction For The Date Between 01/08/2015 and 31/08/2015

Date_Time	Description	Debit	Credit	Balance
01/08/2015	Opening Balance - -			190.84
26/08/2015	By Transfer - A/C Transfer - - - CT0007825777M001 (004x)		9,959.60	10,150.44
31/08/2015	Closing Balance			10,150.44
No. of Debit	: 0	Debit Total	0.00	
No. of Credit	: 1	Credit Total		9,959.60

Thank You For Banking With KYAUKTADAR BRANCH

Please report any discrepancies found on your statement immediately.
N.B – Statement will not be sent unless there is a change of transaction.

For Balance Enquiry Only

Asst: / DY Manager
Asst; Manager
Kyauktada Branch
Kanbawza Bank Limited.

Without Reversal

ธนาคารกสิกรไทย
开泰银行 KASIKORNBANK

KASIKORNTHAI

CONFIDENTIAL
Our Ref. 787-00005/2016

January 04, 2016

TO WHOM IT MAY CONCERN

Dear Sir:

This letter serves as bank reference for our customer who applies for a permit with you. We are pleased to give you the following details on our customer's account with us:

1. Title of account: MR. SUPASIT POKINJARURAS
2. Name of Managing Director in case of company account:
3. Customer of CENTRAL EMBASSY BRANCH
4. Type of account: Saving Deposit
   Overdraft on sound securities: ***USD0.00***
5. Length of time account maintained: 9 Years
6. Present balance of account: Credit balance***USD87,098.13***
7. Average balance of account: Credit balance high five figure amount.
   Average 6 Months.
8. Name of applicant: MR. SUPASIT POKINJARURAS
9. Comment:Considered financially capable of supporting himself
   throughout his trip in your country

Very truly yours,

KASIKORNBANK
PUBLIC COMPANY LIMITED

Mr.Jarumyo Panit
Assistant Branch Manager

This information is given in confidence without any liabilities to this bank or any of its officers.

(Translation)

(Official Emblem) Department of Business Development Ministry of Commerce No. 11003584087900, Date of issued: December 22, 2015

This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Certified Public Accountant's Report

To: The Shareholders of Green Earth Power (Thailand) Co., Ltd.

I have audited the accompanying financial statements of Green Earth Power (Thailand) Co., Ltd., which comprise the statement of financial position on December 31, 2012, statement of income and statement of changes in shareholders' equity for year then ended, including the summary of significant accounting policies and other explanatory information.

Responsibility of the management towards the financial statement

The management is responsible to make and present these financial statements in accordance with financial report standards for the enterprise having no portion in public benefit and responsible for internal control which the management considers that it is necessary to be able to make the financial statement without the presentation which is in conflict with the essential facts whether it occurs from dishonesty or mistake.

Responsibility of the auditor

I am responsible to express the opinion on these financial statements based on my audit. I performed the auditing in accordance with auditing standards which required me to operate according to the ethics and to plan and perform auditing in order to obtain reasonable assurance whether the financial statement is presented without any conflict to the essential facts or not.

The auditing included the auditing method in order to gain the auditing evidence regarding the amount of money and disclosing of data in the financial statement. The auditing method selected for use relying on the discretion of the auditor, including such risk assessment. The auditor considers the internal control regarding making and presenting the financial statement in accordance with the correctness and appropriateness of the enterprise to design the auditing method appropriately with the situation but not to state the opinion to the effect of the internal control of the enterprise. The auditing included the assessment of accounting policy appropriateness which the management used and reasonableness of accounting estimation which was made by the management, including the overall of financial statement presentation assessment.

I believe that the evidences of auditing which I obtained are sufficient and appropriate to provide a basis for my audit opinion.

Certified True and Correct Translation

Supa Amornsitthi

Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450. 02-2524307. 02-2529177

(Translation)

(Official Emblem) Department of Business Development No. 11003584087900, Date of issued: December 22, 2015
Ministry of Commerce

This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Opinion

I considered that the financial statements present fairly in all material respects the financial position of Green Earth Power (Thailand) Co., Ltd., on December 31, 2012 and operation result for the year then ended according to the financial reporting standard for Non-Publicly Accountable Entities.

...-Signature-...................
(Miss Sirin Nanthaworaset)
Certified Public Accountant, Registration No. 3153

B S A Public Accountant Co., Ltd.
Bangkok Metropolis: April 2, 2013

No. 086453 25 DEC 2015
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS

(MR.THANAPON PUTKAEW)
Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

"The Ministry of Foreign Affairs assumes no responsibility for erroneous translation./ กระทรวงการต่างประเทศไม่รับผิดชอบต่อการแปลที่ผิดพลาด"

E 1613831

SorJor.311:53

Certified True and Correct Translation

Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

(Official Emblem) Department of Business Development No. 11003584087900, Date of issued: December 22, 2015
Ministry of Commerce

This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
Statement of Financial Position
As at December 31, 2012

Assets

(Unit : Baht)

	Note	2012	2011
Current Assets			
Cash and cash equivalent	4	164,344.09	184,659.09
Total current assets		164,344.09	184,659.09
Non- current assets			
Property, plant and equipment - net	5	4.00	4.00
Total non- current assets		4.00	4.00
Total assets		164,348.09	184,663.09

-Signature-

The notes to the financial statements are an integral part of these financial statements.

(Company's Seal Affixed) -Signature- Director
(Mr. Supasit Sakonthanarak)

SorJor.311:53

Certified True and Correct Translation
Supa Amornsitthi
Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

(Official Emblem) Department of Business Development No. 11003584087900, Date of issued: December 22, 2015
Ministry of Commerce
This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
Statement of Financial Position (cont.)
As at December 31, 2012

Liabilities and Shareholders' Equity	**Note**	**2012**	(Unit : Baht) **2011**
Current liabilities			
Other current liabilities	6	18,000.00	18,000.00
Total current liabilities		18,000.00	18,000.00
Total liabilities		18,000.00	18,000.00
Shareholders' equity			
Share capital			
Registered capital			
5,000 ordinary shares of Baht 100.00 each		500,000.00	500,000.00
Issued and paid-up capital			
5,000 ordinary shares of Baht 100.00 each		500,000.00	500,000.00
Retained profit (loss)			
Unappropriated		(353,651.91)	(333,336.91)
Total shareholders' equity		146,348.09	166,663.09
Total liabilities and shareholders' equity		164,348.09	184,663.09

-Signature-

The notes to the financial statements are an integral part of these financial statements.

This financial statement was approved by the general meeting No. 1/2556 on April 30, 2013

(Company's Seal Affixed)

-Signature- Director
(Mr. Supasit Sakonthanarak)

SorJor.311:53

Certified True and Correct Translation
Supa Amornsitthi
Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

(Official Emblem) Department of Business Development No. 11003584087900, Date of issued: December 22, 2015
Ministry of Commerce
This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
Statement of Income
For the year ending on December 31, 2012

(Unit : Baht)

	2012	2011
Revenues		
Other revenues	-	-
Total revenues	-	-
Expenses		
Administrative expense	20,315.00	24,320.00
Total expense	20,315.00	24,320.00
Net profit (loss)	(20,315.00)	(24,320.00)

-Signature-

The notes to the financial statements are an integral part of these financial statements.

(Company's Seal Affixed) -Signature- Director
(Mr. Supasit Sakonthanarak)

SorJor.311:53

Certified True and Correct Translation
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-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
Statement of Changes in Shareholders' Equity
For the year ending on December 31, 2012

(Unit : Baht)

	Paid-up capital	Retained profit (loss)	Other elements of shareholders' equity	Total
Beginning balance of 2011	500,000.00	(309,016.91)	-	190,983.09
Net profit (loss)	-	(24,320.00)	-	(24,320.00)
Ending balance of 2011	500,000.00	(333,336.91)	-	166,663.00
Net profit (loss)	-	(20,315.00)	-	(20,315.00)
Ending balance of 2012	500,000.00	(353,651.91)	-	146,348.09

-Signature-

The notes to the financial statements are an integral part of these financial statements.

(Company's Seal Affixed)

-Signature- Director
(Mr. Supasit Sakonthanarak)

SorJor.311:53

Certified True and Correct Translation
Supa Amornsitthi
Supa Amornsitthi
NTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

(Official Emblem) Department of Business Development Ministry of Commerce No. 11003584087900, Date of issued: December 22, 2015

This is to certify that this copy of the document is correct to the document that this business has submitted.

-Signature-

(Mr. Sakol Kaeonoen)

Registrar

Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
NOTES TO THE FINANCIAL STATEMENT
As at December 31, 2012

1. General information

Green Earth Power (Thailand) Co., Ltd. was incorporated in category of limited company under Thai law, the company runs its business in Thailand with the main business of production, import, export and trade of clothes of all kinds. The company has its registered office located at No. 199/9, Sukhumvit 16 (Sammitr) Alley, Khlong Toei Sub-district, Khlong Toei District, Bangkok Metropolis, presently the company has not transacted yet.

2. Criteria on preparation of financial statements

These financial statements were prepared in accordance with accounting standards stipulated by Accounting Profession Act B.E. 2547 (2004) and the notification of Federation of Accounting Profession, No. 20/2554 dated April 12, 2011 regarding Thai Financial Reporting Standards for Non-Publicly Accountable Entities and Items to be Shown on Financial Statements which shall be prepared to comply with the provisions stipulated by the notification of Department of Business Development, Ministry of Commerce dated September 28, 2011 regarding the Brief Items Shall be Shown in 2011 Financial Statements.

3. Significant accounting polices

3.1 Revenue and expense recognition

Expenses were recorded on accrual basis.

3.2 Depreciation

Office equipment and tool were recorded in their cost prices and their depreciation was calculated at 20% rate per year.

4. Cash and cash equivalent

Comprising of:

(Unit : Baht)

	2012	2011
Cash	164,344.09	184,659.09
Total	164,344.09	184,659.09

-Signature-

(Company's Seal Affixed)

-Signature- Director
(Mr. Supasit Sakonthanarak)

SorJor.311:53

Certified True and Correct Translation

Supa Amornsitthi

Supa Amornsitthi

INTERLANGUAGE TRANSLATION CENTER

Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

(Official Emblem) Department of Business Development Ministry of Commerce No. 11003584087900, Date of issued: December 22, 2015

This is to certify that this copy of the document is correct to the document that this business has submitted.

-Signature-

(Mr. Sakol Kaeonoen)

Registrar

Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

5. Property, plant and equipment – net

Comprising of:

(Unit : Baht)

	Company signboard	Office decoration	**Furniture**	**Total**
Cost price				
December 31, 2011	4,000.00	226,095.00	7,250.00	237,345.00
December 31, 2012	4,000.00	226,095.00	7,250.00	237,345.00
Accumulated depreciation				
December 31, 2011	3,999.00	226,093.00	7,249.00	237,341.00
Depreciation for the period	-	-	-	-
December 31, 2012	3,999.00	226,093.00	7,249.00	237,341.00
Net book value				
December 31, 2011	1.00	2.00	1.00	4.00
December 31, 2012	1.00	2.00	1.00	4.00

Depreciation in Statement of Income	
2011	-
2012	-

6. Other current liabilities

Comprising of:

(Unit : Baht)

	2012	**2011**
Accrued expense	18,000.00	18,000.00
Total	18,000.00	18,000.00

7. Approval of financial statements

These financial statements were approved by the company. -Signature-

(Company's Seal Affixed) -Signature- Director

(Mr. Supasit Sakonthanarak)

SorJor.311:53

Certified True and Correct Translation

Supa Amornsitthi

INTERLANGUAGE TRANSLATION CENTER

Tel. 02-2527450, 02-2524207, 02-2520177

บริษัท บี เอส เอ การบัญชี จำกัด
B S A PUBLIC ACCOUNTANT CO., LTD.

รายงานของผู้สอบบัญชีรับอนุญาต

เสนอ ผู้ถือหุ้นบริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

ข้าพเจ้าได้ตรวจสอบงบการเงินของบริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด ซึ่งประกอบด้วยงบแสดงฐานะการเงิน ณ วันที่ 31 ธันวาคม พ.ศ. 2555 งบกำไรขาดทุน และงบแสดงการเปลี่ยนแปลงส่วนของผู้ถือหุ้น สำหรับปีสิ้นสุดวันเดียวกัน รวมถึงหมายเหตุสรุปนโยบายการบัญชีที่สำคัญและหมายเหตุเรื่องอื่น ๆ

ความรับผิดชอบของผู้บริหารต่องบการเงิน

ผู้บริหารเป็นผู้รับผิดชอบในการจัดทำและการนำเสนองบการเงินเหล่านี้โดยถูกต้องตามที่ควร ตามมาตรฐานการรายงานทางการเงิน สำหรับกิจการที่ไม่มีส่วนได้เสียสาธารณะ และรับผิดชอบเกี่ยวกับการควบคุมภายในที่ผู้บริหารพิจารณาว่าจำเป็นเพื่อให้สามารถจัดทำงบการเงินที่ปราศจากการแสดงข้อมูลที่ขัดต่อข้อเท็จจริงอันเป็นสาระสำคัญไม่ว่าจะเกิดจากการทุจริตหรือข้อผิดพลาด

ความรับผิดชอบของผู้สอบบัญชี

ข้าพเจ้าเป็นผู้รับผิดชอบในการแสดงความเห็นต่องบการเงินดังกล่าวจากผลการตรวจสอบของข้าพเจ้า ข้าพเจ้าได้ปฏิบัติงานตรวจสอบตามมาตรฐานการสอบบัญชี ซึ่งกำหนดให้ข้าพเจ้าปฏิบัติตามข้อกำหนดด้านจรรยาบรรณ รวมถึงวางแผนและปฏิบัติงานตรวจสอบเพื่อให้ได้ความเชื่อมั่นอย่างมีเหตุผลว่างบการเงินปราศจากการแสดงข้อมูลที่ขัดต่อข้อเท็จจริงอันเป็นสาระสำคัญหรือไม่

การตรวจสอบรวมถึงการใช้วิธีการตรวจสอบเพื่อให้ได้มาซึ่งหลักฐานการสอบบัญชีเกี่ยวกับจำนวนเงินและการเปิดเผยข้อมูลในงบการเงิน วิธีการตรวจสอบที่เลือกใช้ขึ้นอยู่กับดุลยพินิจของผู้สอบบัญชี ซึ่งรวมถึงการประเมินความเสี่ยงจากการแสดงข้อมูลที่ขัดต่อข้อเท็จจริงอันเป็นสาระสำคัญของงบการเงิน ไม่ว่าจะเกิดจากการทุจริตหรือข้อผิดพลาด ในการประเมินความเสี่ยงดังกล่าว ผู้สอบบัญชีพิจารณาการควบคุมภายในที่เกี่ยวข้องกับการจัดทำและการนำเสนองบการเงินโดยถูกต้องตามที่ควรของกิจการ เพื่อออกแบบวิธีการตรวจสอบที่เหมาะสมกับสถานการณ์ แต่ไม่ใช่เพื่อวัตถุประสงค์ในการแสดงความเห็นต่อประสิทธิผลของการควบคุมภายในของกิจการ การตรวจสอบรวมถึงการประเมินความเหมาะสมของนโยบายการบัญชีที่ผู้บริหารใช้และความสมเหตุสมผลของประมาณการทางบัญชีที่จัดทำขึ้นโดยผู้บริหาร รวมทั้งการประเมินการนำเสนองบการเงินโดยรวม

ข้าพเจ้าเชื่อว่าหลักฐานการสอบบัญชีที่ข้าพเจ้าได้รับเพียงพอและเหมาะสมเพื่อใช้เป็นเกณฑ์ ในการแสดงความเห็นของข้าพเจ้า

155/19 ซอยมหาดเล็กหลวง 1 ถนนราชดำริ แขวงลุมพินี เขตปทุมวัน กรุงเทพมหานคร 10330 โทร. (662)652-2811-12, 652-2815 แฟกซ์. (662)652-2810
155/19 SOI MAHADLEKLUANG 1, RAJDAMRI ROAD., PATHUMWAN, BANGKOK 10330 TEL. (662)652-2811-12, 652-2815 FAX. (662)652-2810

... เอส เอ การบัญชี จำกัด
...PUBLIC ACCOUNTANT CO.,LTD.

เลขที่ 11003584087900 วันที่ออกเอกสาร 22 ธันวาคม 2558

ขอรับรองว่าสำเนาเอกสารนี้ตรงกับฉบับที่ธุรกิจได้ยื่นไว้

....

(นายสากล แก้วเนิน)

ความเห็น

ข้าพเจ้าเห็นว่างบการเงินข้างต้นนี้แสดงฐานะการเงินของบริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด ณ วันที่ 31 ธันวาคม พ.ศ. 2555 และผลการดำเนินงาน สำหรับปีสิ้นสุดวันเดียวกัน โดยถูกต้องตามที่ควรในสาระสำคัญตามมาตรฐานการรายงานทางการเงินสำหรับกิจการที่ไม่มีส่วนได้เสียสาธารณะ

....

(นางสาวสิรินทร์ นันทวรเศรษฐ)

ผู้สอบบัญชีรับอนุญาตเลขทะเบียน 3153

บริษัท บี เอส เอ การบัญชี จำกัด

กรุงเทพ ฯ: 2 เมษายน 2556

No. 086454 25 DEC 2015

BKK100

SEEN AT THE MINISTRY OF FOREIGN AFFAIRS

(MR.THANAPON PUTKAEW)

Legal Officer

Practitioner Level

Ministry of Foreign Affairs of Thailand

กระทรวงการต่างประเทศ MINISTRY OF FOREIGN AFFAIRS

E 1613832

สจ.311:53

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

งบแสดงฐานะการเงิน

ณ วันที่ 31 ธันวาคม 2555

สินทรัพย์

(หน่วย : บาท)

	หมายเหตุ	2555	2554
สินทรัพย์หมุนเวียน			
เงินสดและรายการเทียบเท่าเงินสด	4	164,344.09	184,659.09
รวมสินทรัพย์หมุนเวียน		164,344.09	184,659.09
สินทรัพย์ไม่หมุนเวียน			
ที่ดิน อาคารและอุปกรณ์ สุทธิ	5	4.00	4.00
รวมสินทรัพย์ไม่หมุนเวียน		4.00	4.00
รวมสินทรัพย์		164,348.09	184,663.09

หมายเหตุประกอบงบการเงินเป็นส่วนหนึ่งของงบการเงินนี้

Green Earth Power (Thailand) .... กรรมการ
(นายศุภศิษฏ์ สกลธนารักษ์)

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

งบแสดงฐานะการเงิน (ต่อ)

ณ วันที่ 31 ธันวาคม 2555

หนี้สินและส่วนของผู้ถือหุ้น

(หน่วย : บาท)

	หมายเหตุ	2555	2554
หนี้สินหมุนเวียน			
หนี้สินหมุนเวียนอื่น	6	18,000.00	18,000.00
รวมหนี้สินหมุนเวียน		18,000.00	18,000.00
รวมหนี้สิน		18,000.00	18,000.00
ส่วนของผู้ถือหุ้น			
ทุนเรือนหุ้น			
ทุนจดทะเบียน			
หุ้นสามัญ 5,000 หุ้นๆละ 100.00 บาท		500,000.00	500,000.00
ทุนที่ออกและชำระแล้ว			
หุ้นสามัญ 5,000 หุ้นๆละ 100.00 บาท		500,000.00	500,000.00
กำไร(ขาดทุน)สะสม			
ยังไม่ได้จัดสรร		(353,651.91)	(333,336.91)
รวมส่วนของผู้ถือหุ้น		146,348.09	166,663.09
รวมหนี้สินและส่วนของผู้ถือหุ้น		164,348.09	184,663.09

หมายเหตุประกอบงบการเงินเป็นส่วนหนึ่งของงบการเงินนี้

งบการเงินนี้ได้รับอนุมัติจากที่ประชุมใหญ่สามัญ ครั้งที่ 1/2556 เมื่อวันที่ 30 เมษายน 2556

Green Earth Power (Thailand) C.

กรรมการ

(นายศุภศิษฏ์ สกลธนารักษ์)

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

งบกำไรขาดทุน

สำหรับปีสิ้นสุดวันที่ 31 ธันวาคม 2555

(หน่วย : บาท)

	2555	2554
รายได้		
รายได้อื่น	-	-
รวมรายได้	-	-
ค่าใช้จ่าย		
ค่าใช้จ่ายในการบริหาร	20,315.00	24,320.00
รวมค่าใช้จ่าย	20,315.00	24,320.00
กำไร(ขาดทุน)สุทธิ	(20,315.00)	(24,320.00)

หมายเหตุประกอบงบการเงินเป็นส่วนหนึ่งของงบการเงินนี้

Green Earth Power (Thailand) Co., Ltd.

กรรมการ

(นายศุภศิษฏ์ สกลธนารักษ์)

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

งบแสดงการเปลี่ยนแปลงส่วนของผู้ถือหุ้น

สำหรับปีสิ้นสุดวันที่ 31 ธันวาคม 2555

(หน่วย : บาท)

	ทุนที่ชำระแล้ว	กำไร(ขาดทุน) สะสม	องค์ประกอบอื่นของส่วนของผู้ถือหุ้น	รวม
ยอดคงเหลือต้นงวด 2554	500,000.00	(309,016.91)	-	190,983.09
กำไร(ขาดทุน)สุทธิ	-	(24,320.00)	-	(24,320.00)
ยอดคงเหลือปลายงวด 2554	500,000.00	(333,336.91)	-	166,663.09
กำไร(ขาดทุน)สุทธิ	-	(20,315.00)	-	(20,315.00)
ยอดคงเหลือปลายงวด 2555	500,000.00	(353,651.91)	-	146,348.09

หมายเหตุประกอบงบการเงินเป็นส่วนหนึ่งของงบการเงินนี้

๓๑

Green Earth Power (Thailand, ...

กรรมการ

(นายศุภศิษฏ์ สกลธนารักษ์)

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

หมายเหตุประกอบงบการเงิน

ณ วันที่ 31 ธันวาคม 2555

1. ข้อมูลทั่วไป

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด ได้จัดตั้งเป็นบริษัทจำกัดตามกฎหมายไทย บริษัทฯประกอบกิจการในประเทศไทยโดยมีธุรกิจหลักคือ ผลิต สั่งเข้า ส่งออก ซื้อขายเสื้อผ้าทุกชนิด ที่อยู่บริษัทฯตามจดทะเบียน ตั้งอยู่ ณ เลขที่ 199/9 ซ.สุขุมวิท16 (สามมิตร) แขวงคลองเตย เขตคลองเตย กรุงเทพมหานคร ปัจจุบันยังไม่ได้ประกอบธุรกรรม

2. เกณฑ์ในการจัดทำงบการเงิน

งบการเงินนี้จัดทำขึ้นตามมาตรฐานการบัญชีที่กำหนดโดยพระราชบัญญัติวิชาชีพบัญชี พ.ศ. 2547 และจัดทำขึ้นตามประกาศสภาวิชาชีพ ฉบับที่ 20/2554 ลงวันที่ 12 เมษายน 2554 เรื่องมาตรฐานการรายงานทางการเงินสำหรับกิจการที่ไม่มีส่วนได้เสียสาธารณะ และการแสดงรายการในงบการเงิน ได้จัดทำขึ้นเพื่อให้เป็นไปตามข้อกำหนดในประกาศกรมพัฒนาธุรกิจการค้า กระทรวงพาณิชย์ ลงวันที่ 28 กันยายน 2554 เรื่อง กำหนดรายการย่อที่ต้องมีในงบการเงิน พ.ศ.2554

3. นโยบายการบัญชีที่สำคัญ

3.1 การรับรู้รายได้และค่าใช้จ่าย

ค่าใช้จ่ายบันทึกบัญชีตามเกณฑ์คงค้าง

3.2 ค่าเสื่อมราคา

อุปกรณ์และเครื่องใช้สำนักงาน บันทึกในราคาทุน และคำนวณค่าเสื่อมราคา ในอัตรา 20% ต่อปี

4. เงินสดและรายการเทียบเท่าเงินสด

ประกอบด้วย	**(หน่วย:บาท)**	
	2555	2554
เงินสด	164,344.09	184,659.09
รวม	164,344.09	184,659.09

๓๖๗

Green Earth Power (Thailand) Co., Ltd.

_________________กรรมการ

(นายศุภศิษฏ์ สกลธนารักษ์)

สจ.311:53

5. **ที่ดิน อาคารและอุปกรณ์ สุทธิ**

ประกอบด้วย

(หน่วย:บาท)

	ป้ายบริษัท	เครื่องตกแต่งสำนักงาน	เฟอร์นิเจอร์	รวม
ราคาทุน				
31 ธันวาคม 2554	4,000.00	226,095.00	7,250.00	237,345.00
31 ธันวาคม 2555	4,000.00	226,095.00	7,250.00	237,345.00
ค่าเสื่อมราคาสะสม				
31 ธันวาคม 2554	3,999.00	226,093.00	7,249.00	237,341.00
ค่าเสื่อมราคาสำหรับงวด	-	-	-	-
31 ธันวาคม 2555	3,999.00	226,093.00	7,249.00	237,341.00
มูลค่าสุทธิตามบัญชี				
31 ธันวาคม 2554	1.00	2.00	1.00	4.00
31 ธันวาคม 2555	1.00	2.00	1.00	4.00
ค่าเสื่อมราคาในงบกำไรขาดทุน				
2554				-
2555				-

6. **หนี้สินหมุนเวียนอื่น**

ประกอบด้วย

(หน่วย:บาท)

	2555	2554
ค่าใช้จ่ายค้างจ่าย	18,000.00	18,000.00
รวม	18,000.00	18,000.00

7. **การอนุมัติงบการเงิน**

งบการเงินนี้ได้รับการอนุมัติจากกรรมการบริษัทฯแล้ว

Green Earth Power (Thailand ...

...กรรมการ
(นายศุภศิษฏ์ สกลธนารักษ์)

(Translation)

(Official Emblem) Department of Business Development No. 11003584087900, Date of issued: December 22, 2015
Ministry of Commerce

This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Certified Public Accountant's Report

To: The Shareholders of Green Earth Power (Thailand) Co., Ltd.

I have audited the accompanying financial statements of Green Earth Power (Thailand) Co., Ltd., which comprise the statement of financial position on December 31, 2013, statement of income and statement of changes in shareholders' equity for year then ended, including the summary of significant accounting policies and other explanatory information.

Responsibility of the management towards the financial statement

The management is responsible to make and present these financial statements in accordance with financial report standards for the enterprise having no portion in public benefit and responsible for internal control which the management considers that it is necessary to be able to make the financial statement without the presentation which is in conflict with the essential facts whether it occurs from dishonesty or mistake.

Responsibility of the auditor

I am responsible to express the opinion on these financial statements based on my audit. I performed the auditing in accordance with auditing standards which required me to operate according to the ethics and to plan and perform auditing in order to obtain reasonable assurance whether the financial statement is presented without any conflict to the essential facts or not.

The auditing included the auditing method in order to gain the auditing evidence regarding the amount of money and disclosing of data in the financial statement. The auditing method selected for use relying on the discretion of the auditor, including such risk assessment. The auditor considers the internal control regarding making and presenting the financial statement in accordance with the correctness and appropriateness of the enterprise to design the auditing method appropriately with the situation but not to state the opinion to the effect of the internal control of the enterprise. The auditing included the assessment of accounting policy appropriateness which the management used and reasonableness of accounting estimation which was made by the management, including the overall of financial statement presentation assessment.

I believe that the evidences of auditing which I obtained are sufficient and appropriate to provide a basis for my audit opinion.

(Translation)

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Ministry of Commerce
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(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Opinion

I considered that the financial statements present fairly in all material respects the financial position of Green Earth Power (Thailand) Co., Ltd., on December 31, 2013 and operation result for the year then ended according to the financial reporting standard for Non-Publicly Accountable Entities.

-Signature-
(Miss Sirin Nanthaworaset)
Certified Public Accountant, Registration No. 3153

B S A Public Accountant Co., Ltd.
Bangkok Metropolis: April 4, 2014

No. 086455 25 DEC 2015
BKK100
SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS
(MR. THANAPON PUTKAEW)
Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

"The Ministry of Foreign Affairs assumes no responsibility for erroneous translation./ กระทรวงการต่างประเทศไม่รับผิดชอบต่อการแปลที่ผิดพลาด"

E 1613833

SorJor.311:53

Certified True and Correct Translation
Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

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Ministry of Commerce
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-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
Statement of Financial Position
As at December 31, 2013

Assets	Note	2013	2012
			(Unit : Baht)
Current Assets			
Cash and cash equivalent	4	139,249.09	164,344.09
Total current assets		139,249.09	164,344.09
Non- current assets			
Property, plant and equipment - net	5	4.00	4.00
Total non- current assets		4.00	4.00
Total assets		139,253.09	164,348.09

-Signature-

The notes to the financial statements are an integral part of these financial statements.

This financial statement was approved by the general ordinary meeting of shareholders No. 1/2557 on April 30, 2014.

(Company's Seal Affixed) -Signature- Director
(Mr. Supasit Pokinjaruras)

SorJor.311:53

Certified True and Correct Translation.
Supa Amornsitthi
Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

(Official Emblem) Department of Business Development Ministry of Commerce No. 11003584087900, Date of issued: December 22, 2015

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-Signature-

(Mr. Sakol Kaeonoen)

Registrar

Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
Statement of Financial Position (cont.)
As at December 31, 2013

Liabilities and Shareholders' Equity	**Note**	**2013**	**2012**
			(Unit : Baht)
Current liabilities			
Other current liabilities	6	18,000.00	18,000.00
Total current liabilities		18,000.00	18,000.00
Total liabilities		18,000.00	18,000.00
Shareholders' equity			
Share capital			
Registered capital			
5,000 ordinary shares of Baht 100.00 each		500,000.00	500,000.00
Issued and paid-up capital			
5,000 ordinary shares of Baht 100.00 each		500,000.00	500,000.00
Retained profit (loss)			
Unappropriated		(378,746.91)	(353,651.91)
Total shareholders' equity		121,253.09	146,348.09
Total liabilities and shareholders' equity		139,253.09	164,348.09

-Signature-

The notes to the financial statements are an integral part of these financial statements.

(Company's Seal Affixed)

-Signature- Director

(Mr. Supasit Pokinjaruras)

SorJor.311:53

Certified True and Correct Translation

Supa Amornsitthi

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-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
Statement of Income
For the year ending on December 31, 2013

(Unit : Baht)

	2013	**2012**
Revenues		
Other revenues	-	-
Total revenues	-	-
Expenses		
Administrative expense	25,095.00	20,315.00
Total expense	25,095.00	20,315.00
Net profit (loss)	(25,095.00)	(20,315.00)

-Signature-

The notes to the financial statements are an integral part of these financial statements.

(Company's Seal Affixed)

-Signature- Director
(Mr. Supasit Pokinjaruras)

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-Signature-

(Mr. Sakol Kaeonoen)

Registrar

Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
Statement of Changes in Shareholders' Equity
For the year ending on December 31, 2013

(Unit : Baht)

	Paid-up capital	**Retained profit (loss)**	**Other elements of shareholders' equity**	**Total**
Beginning balance **of 2012**	500,000.00	(333,336.91)	-	166,663.09
Net profit (loss)	-	(20,315.00)	-	(20,315.00)
Ending balance of 2012	500,000.00	(353,651.91)	-	146,348.09
Net profit (loss)	-	(25,095.00)	-	(25,095.00)
Ending balance of 2013	500,000.00	(378,746.91)	-	121,253.09

-Signature-

The notes to the financial statements are an integral part of these financial statements.

(Company's Seal Affixed)

-Signature- Director

(Mr. Supasit Pokinjaruras)

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-Signature-

(Mr. Sakol Kaeonoen)

Registrar

Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

Green Earth Power (Thailand) Co., Ltd.
NOTES TO THE FINANCIAL STATEMENT
As at December 31, 2013

1. **General information**

Green Earth Power (Thailand) Co., Ltd. was incorporated in category of limited company under Thai law, the company runs its business in Thailand with the main business of production, import, export and trade of clothes of all kinds. The company has its registered office located at No. 199/9, Sukhumvit 16 (Sammitr) Alley, Khlong Toei Sub-district, Khlong Toei District, Bangkok Metropolis, presently the company has not transacted yet.

2. **Criteria on preparation of financial statements**

These financial statements were prepared in accordance with accounting standards stipulated by Accounting Profession Act B.E. 2547 (2004) and the notification of Federation of Accounting Profession, No. 20/2554 dated April 12, 2011 regarding Thai Financial Reporting Standards for Non-Publicly Accountable Entities and Items to be Shown on Financial Statements which shall be prepared to comply with the provisions stipulated by the notification of Department of Business Development, Ministry of Commerce dated September 28, 2011 regarding the Brief Items Shall be Shown in 2011 Financial Statements.

3. **Significant accounting polices**

3.1 Revenue and expense recognition

Expenses were recorded on accrual basis.

3.2 Depreciation

Office equipment and tool were recorded in their cost prices and their depreciation was calculated at 20% rate per year.

4. **Cash and cash equivalent**

Comprising of:

(Unit : Baht)

	2013	2012
Cash	139,249.09	164,344.09
Total	139,249.09	164,344.09

-Signature-

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(Translation)

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Ministry of Commerce

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-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

B S A PUBLIC ACCOUNTANT CO., LTD.

5. Property, plant and equipment – net

Comprising of:

(Unit : Baht)

	Company signboard	Office decoration	**Furniture**	**Total**
Cost price				
December 31, 2012	4,000.00	226,095.00	7,250.00	237,345.00
December 31, 2013	4,000.00	226,095.00	7,250.00	237,345.00
Accumulated depreciation				
December 31, 2012	3,999.00	226,093.00	7,249.00	237,341.00
Depreciation for the period	-	-	-	-
December 31, 2013	3,999.00	226,093.00	7,249.00	237,341.00
Net book value				
December 31, 2012	1.00	2.00	1.00	4.00
December 31, 2013	1.00	2.00	1.00	4.00

Depreciation in Statement of Income	
2012	-
2013	-

6. Other current liabilities

Comprising of:

Unit : Baht

	2013	**2012**
Accrued expense	18,000.00	18,000.00
Total	18,000.00	18,000.00

7. Approval of financial statements

These financial statements were approved by the company. -Signature-

(Company's Seal Affixed)

-Signature- Director
(Mr. Supasit Pokinjaruras)

SorJor.311:53

Certified True and Correct Translation
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Tel. 02-2527450, 02-2524307, 02-2529177

กรมพัฒนาธุรกิจการค้า
กระทรวงพาณิชย์ เลขที่ 11003584087900 วันที่ออกเอกสาร 22 ธันวาคม 2558

2

บริษัท บี เอส เอ การบัญชี จำกัด
B S A PUBLIC ACCOUNTANT CO., LTD.

รายงานของผู้สอบบัญชีรับอนุญาต

เสนอ ผู้ถือหุ้นบริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

ข้าพเจ้าได้ตรวจสอบงบการเงินของบริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด ซึ่งประกอบด้วยงบแสดงฐานะการเงิน ณ วันที่ 31 ธันวาคม พ.ศ. 2556 งบกำไรขาดทุน และงบแสดงการเปลี่ยนแปลงส่วนของผู้ถือหุ้นสำหรับปีสิ้นสุดวันเดียวกัน รวมถึงหมายเหตุสรุปนโยบายการบัญชีที่สำคัญและหมายเหตุเรื่องอื่น ๆ

ความรับผิดชอบของผู้บริหารต่องบการเงิน

ผู้บริหารเป็นผู้รับผิดชอบในการจัดทำและการนำเสนองบการเงินเหล่านี้โดยถูกต้องตามที่ควร ตามมาตรฐานการรายงานทางการเงิน สำหรับกิจการที่ไม่มีส่วนได้เสียสาธารณะ และความรับผิดชอบเกี่ยวกับการควบคุมภายในที่ผู้บริหารพิจารณาว่าจำเป็นเพื่อให้สามารถจัดทำงบการเงินที่ปราศจากการแสดงข้อมูลที่ขัดต่อข้อเท็จจริงอันเป็นสาระสำคัญไม่ว่าจะเกิดจากการทุจริตหรือข้อผิดพลาด

ความรับผิดชอบของผู้สอบบัญชี

ข้าพเจ้าเป็นผู้รับผิดชอบในการแสดงความเห็นต่องบการเงินดังกล่าวจากผลการตรวจสอบของข้าพเจ้า ข้าพเจ้าได้ปฏิบัติงานตรวจสอบตามมาตรฐานการสอบบัญชี ซึ่งกำหนดให้ข้าพเจ้าปฏิบัติตามข้อกำหนดด้านจรรยาบรรณ รวมถึงวางแผนและปฏิบัติงานตรวจสอบเพื่อให้ได้ความเชื่อมั่นอย่างมีเหตุผลว่างบการเงินปราศจากการแสดงข้อมูลที่ขัดต่อข้อเท็จจริงอันเป็นสาระสำคัญหรือไม่

การตรวจสอบรวมถึงการใช้วิธีการตรวจสอบเพื่อให้ได้มาซึ่งหลักฐานการสอบบัญชีเกี่ยวกับจำนวนเงินและการเปิดเผยข้อมูลในงบการเงิน วิธีการตรวจสอบที่เลือกใช้ขึ้นอยู่กับดุลยพินิจของผู้สอบบัญชี ซึ่งรวมถึงการประเมินความเสี่ยงจากการแสดงข้อมูลที่ขัดต่อข้อเท็จจริงอันเป็นสาระสำคัญของงบการเงิน ไม่ว่าจะเกิดจากการทุจริตหรือข้อผิดพลาด ในการประเมินความเสี่ยงดังกล่าว ผู้สอบบัญชีพิจารณาการควบคุมภายในที่เกี่ยวข้องกับการจัดทำและการนำเสนองบการเงินโดยถูกต้องตามที่ควรของกิจการ เพื่อออกแบบวิธีการตรวจสอบที่เหมาะสมกับสถานการณ์ แต่ไม่ใช่เพื่อวัตถุประสงค์ในการแสดงความเห็นต่อประสิทธิผลของการควบคุมภายในของกิจการ การตรวจสอบรวมถึงการประเมินความเหมาะสมของนโยบายการบัญชีที่ผู้บริหารใช้และความสมเหตุสมผลของประมาณการทางบัญชีที่จัดทำขึ้นโดยผู้บริหาร รวมทั้งการประเมินการนำเสนองบการเงินโดยรวม

ข้าพเจ้าเชื่อว่าหลักฐานการสอบบัญชีที่ข้าพเจ้าได้รับเพียงพอและเหมาะสมเพื่อใช้เป็นเกณฑ์ ในการแสดงความเห็นของข้าพเจ้า

155/19 ซอยมหาดเล็กหลวง 1 ถนนราชดำริ แขวงลุมพินี เขตปทุมวัน กรุงเทพมหานคร 10330 โทร. (662)652-2811-12, 652-2815 แฟกซ์. (662)652-2810
155/19 SOI MAHADLEKLUANG 1, RAJDAMRI ROAD., PATHUMWAN, BANGKOK 10330 TEL. (662)652-2811-12, 652-2815 FAX. (662)652-2810

บี เอส เอ การบัญชี จำกัด
PUBLIC ACCOUNTANT CO.,LTD.

ความเห็น

ข้าพเจ้าเห็นว่างบการเงินข้างต้นนี้แสดงฐานะการเงินของบริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด ณ วันที่ 31 ธันวาคม พ.ศ. 2556 และผลการดำเนินงาน สำหรับปีสิ้นสุดวันเดียวกัน โดยถูกต้องตามที่ควรในสาระสำคัญตามมาตรฐานการรายงานทางการเงินสำหรับกิจการที่ไม่มีส่วนได้เสียสาธารณะ

....

(นางสาวสิรินทร์ นันทวรเศรษฐ)

ผู้สอบบัญชีรับอนุญาตเลขทะเบียน 3153

บริษัท บี เอส เอ การบัญชี จำกัด

กรุงเทพ ฯ: 4 เมษายน 2557

สจ.311:53

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

งบแสดงฐานะการเงิน

ณ วันที่ 31 ธันวาคม 2556

สินทรัพย์

(หน่วย : บาท)

	หมายเหตุ	2556	2555
สินทรัพย์หมุนเวียน			
เงินสดและรายการเทียบเท่าเงินสด	4	139,249.09	164,344.09
รวมสินทรัพย์หมุนเวียน		139,249.09	164,344.09
สินทรัพย์ไม่หมุนเวียน			
ที่ดิน อาคารและอุปกรณ์ สุทธิ	5	4.00	4.00
รวมสินทรัพย์ไม่หมุนเวียน		4.00	4.00
รวมสินทรัพย์		139,253.09	164,348.09

หมายเหตุประกอบงบการเงินเป็นส่วนหนึ่งของงบการเงินนี้

งบการเงินนี้ได้รับอนุมัติจากที่ประชุมใหญ่สามัญ ครั้งที่ 1/2557 เมื่อวันที่ 30 เมษายน 2557

Green Earth Power (Thailand) Co., Ltd.

กรรมการ

(นายศุภศิษฎ์ โภคินจารุรัศมิ์)

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

งบแสดงฐานะการเงิน (ต่อ)

ณ วันที่ 31 ธันวาคม 2556

หนี้สินและส่วนของผู้ถือหุ้น

(หน่วย : บาท)

	หมายเหตุ	2556	2555
หนี้สินหมุนเวียน			
หนี้สินหมุนเวียนอื่น	6	18,000.00	18,000.00
รวมหนี้สินหมุนเวียน		18,000.00	18,000.00
รวมหนี้สิน		18,000.00	18,000.00
ส่วนของผู้ถือหุ้น			
ทุนเรือนหุ้น			
ทุนจดทะเบียน			
หุ้นสามัญ 5,000 หุ้นๆละ 100.00 บาท		500,000.00	500,000.00
ทุนที่ออกและชำระแล้ว			
หุ้นสามัญ 5,000 หุ้นๆละ 100.00 บาท		500,000.00	500,000.00
กำไร(ขาดทุน)สะสม			
ยังไม่ได้จัดสรร		(378,746.91)	(353,651.91)
รวมส่วนของผู้ถือหุ้น		121,253.09	146,348.09
รวมหนี้สินและส่วนของผู้ถือหุ้น		139,253.09	164,348.09

หมายเหตุประกอบงบการเงินเป็นส่วนหนึ่งของงบการเงินนี้

Green Earth Power (Thailand) Co., Ltd.

กรรมการ

(นายศุภศิษฏ์ โภคินจารุรัศมิ์)

ษัท บี เอส เอ สอบบัญชี จำกัด
B S A PUBLIC ACCOUNTANT CO.,LTD.

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

งบกำไรขาดทุน

สำหรับปีสิ้นสุดวันที่ 31 ธันวาคม 2556

(หน่วย : บาท)

	2556	2555
รายได้		
รายได้อื่น	-	-
รวมรายได้	-	-
ค่าใช้จ่าย		
ค่าใช้จ่ายในการบริหาร	25,095.00	20,315.00
รวมค่าใช้จ่าย	25,095.00	20,315.00
กำไร(ขาดทุน)สุทธิ	(25,095.00)	(20,315.00)

หมายเหตุประกอบงบการเงินเป็นส่วนหนึ่งของงบการเงินนี้

Green Earth Power (Thailand) Co., Ltd.

กรรมการ

(นายศุภสิษฐ์ โภคินจารุรัศมิ์)

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด
งบแสดงการเปลี่ยนแปลงส่วนของผู้ถือหุ้น
สำหรับปีสิ้นสุดวันที่ 31 ธันวาคม 2556

(หน่วย : บาท)

	ทุนที่ชำระแล้ว	กำไร(ขาดทุน)สะสม	องค์ประกอบอื่นของส่วนของผู้ถือหุ้น	รวม
ยอดคงเหลือต้นงวด 2555	500,000.00	(333,336.91)	-	166,663.09
กำไร(ขาดทุน)สุทธิ	-	(20,315.00)	-	(20,315.00)
ยอดคงเหลือปลายงวด 2555	500,000.00	(353,651.91)	-	146,348.09
กำไร(ขาดทุน)สุทธิ	-	(25,095.00)	-	(25,095.00)
ยอดคงเหลือปลายงวด 2556	500,000.00	(378,746.91)	-	121,253.09

หมายเหตุประกอบงบการเงินเป็นส่วนหนึ่งของงบการเงินนี้

Green Earth Power (Thailand) Co., Ltd.

กรรมการ
(นายศุภสิษฏ์ โภคินจารุรัศมิ์)

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด

หมายเหตุประกอบงบการเงิน

ณ วันที่ 31 ธันวาคม 2556

1. ข้อมูลทั่วไป

บริษัท พลังงานเพื่อโลกสีเขียว (ประเทศไทย) จำกัด ได้จัดตั้งเป็นบริษัทจำกัดตามกฎหมายไทย บริษัทฯประกอบกิจการในประเทศไทยโดยมีธุรกิจหลักคือ ผลิต สั่งเข้า ส่งออก ซื้อขายเสื้อผ้าทุกชนิด ที่อยู่บริษัทฯตามจดทะเบียน ตั้งอยู่ ณ เลขที่ 199/9 ซ.สุขุมวิท16 (สามมิตร) แขวงคลองเตย เขตคลองเตย กรุงเทพมหานคร ปัจจุบันยังไม่ได้ประกอบธุรกรรม

2. เกณฑ์ในการจัดทำงบการเงิน

งบการเงินนี้จัดทำขึ้นตามมาตรฐานการบัญชีที่กำหนดโดยพระราชบัญญัติวิชาชีพบัญชี พ.ศ. 2547 และจัดทำขึ้นตามประกาศสภาวิชาชีพ ฉบับที่ 20/2554 ลงวันที่ 12 เมษายน 2554 เรื่องมาตรฐานการรายงานทางการเงินสำหรับกิจการที่ไม่มีส่วนได้เสียสาธารณะ และการแสดงรายการในงบการเงิน ได้จัดทำขึ้นเพื่อให้เป็นไปตามข้อกำหนดในประกาศกรมพัฒนาธุรกิจการค้า กระทรวงพาณิชย์ ลงวันที่ 28 กันยายน 2554 เรื่อง กำหนดรายการย่อที่ต้องมีในงบการเงิน พ.ศ.2554

3. นโยบายการบัญชีที่สำคัญ

3.1 การรับรู้รายได้และค่าใช้จ่าย

ค่าใช้จ่ายบันทึกบัญชีตามเกณฑ์คงค้าง

3.2 ค่าเสื่อมราคา

อุปกรณ์และเครื่องใช้สำนักงาน บันทึกในราคาทุน และคำนวณค่าเสื่อมราคา ในอัตรา 20% ต่อปี

4. เงินสดและรายการเทียบเท่าเงินสด

ประกอบด้วย	(หน่วย:บาท)	
	2556	2555
เงินสด	139,249.09	164,344.09
รวม	139,249.09	164,344.09

5. **ที่ดิน อาคารและอุปกรณ์ สุทธิ**

ประกอบด้วย

(หน่วย:บาท)

	ป้ายบริษัท	เครื่องตกแต่งสำนักงาน	เฟอร์นิเจอร์	รวม
ราคาทุน				
31 ธันวาคม 2555	4,000.00	226,095.00	7,250.00	237,345.00
31 ธันวาคม 2556	4,000.00	226,095.00	7,250.00	237,345.00
ค่าเสื่อมราคาสะสม				
31 ธันวาคม 2555	3,999.00	226,093.00	7,249.00	237,341.00
ค่าเสื่อมราคาสำหรับงวด	-	-	-	-
31 ธันวาคม 2556	3,999.00	226,093.00	7,249.00	237,341.00
มูลค่าสุทธิตามบัญชี				
31 ธันวาคม 2555	1.00	2.00	1.00	4.00
31 ธันวาคม 2556	1.00	2.00	1.00	4.00
ค่าเสื่อมราคาในงบกำไรขาดทุน				
2555				-
2556				-

6. **หนี้สินหมุนเวียนอื่น**

ประกอบด้วย

(หน่วย:บาท)

	2556	2555
ค่าใช้จ่ายค้างจ่าย	18,000.00	18,000.00
รวม	18,000.00	18,000.00

7. **การอนุมัติงบการเงิน**

งบการเงินนี้ได้รับการอนุมัติจากกรรมการบริษัทฯแล้ว

Green Earth Power (Thailand) Co., Ltd.

กรรมการ

(นายศุภศิษฎ์ โภคินจารุรัศมิ์)

(Translation)

(Official Emblem) Department of Business Development No. 11003584087900, Date of issued: December 22, 2015
Ministry of Commerce

This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

Certified Public Accountant's Report

To: The Shareholders of Green Earth Power (Thailand) Co., Ltd.

I have audited the accompanying financial statements of Green Earth Power (Thailand) Co., Ltd., which comprise the statement of financial position on December 31, 2014, statement of income and statement of changes in shareholders' equity for year then ended, including the summary of significant accounting policies and other explanatory information.

Responsibility of the management towards the financial statement

The management is responsible to make and present these financial statements in accordance with financial report standards for the enterprise having no portion in public benefit and responsible for internal control which the management considers that it is necessary to be able to make the financial statement without the presentation which is in conflict with the essential facts whether it occurs from dishonesty or mistake.

Responsibility of the auditor

I am responsible to express the opinion on these financial statements based on my audit. I performed the auditing in accordance with auditing standards which required me to operate according to the ethics and to plan and perform auditing in order to obtain reasonable assurance whether the financial statement is presented without any conflict to the essential facts or not.

The auditing included the auditing method in order to gain the auditing evidence regarding the amount of money and disclosing of data in the financial statement. The auditing method selected for use relying on the discretion of the auditor, including such risk assessment. The auditor considers the internal control regarding making and presenting the financial statement in accordance with the correctness and appropriateness of the enterprise to design the auditing method appropriately with the situation but not to state the opinion to the effect of the internal control of the enterprise. The auditing included the assessment of accounting policy appropriateness which the management used and reasonableness of accounting estimation which was made by the management, including the overall of financial statement presentation assessment.

I believe that the evidences of auditing which I obtained are sufficient and appropriate to provide a basis for my audit opinion.

Opinion

I considered that the financial statements present fairly in all material respects the financial position of Green Earth Power (Thailand) Co., Ltd., on December 31, 2014 and operation result for the year then ended according to the financial reporting standard for Non-Publicly Accountable Entities.

Statements and emphasized event

As it is not the expression of opinion with condition, as stated in the note to the financial statements in clause 1 that the result of the loss is exceeding 48.49 million baht, such factors showing the essential uncertainty that may have caused the suspicion on the Company's continual business operation ability. However, the Company's Management believed that it is suitable to use the continual operation principle for the Company's financial statements preparation. So the list of improvement on the asset value to be received and the amount of debts have not been included that it may be necessary in the case that the Company is unable to be operated continuously since the capital has been increased at the amount of 24.05 million baht on March 6, 2015 and the Company's major shareholders admitted that they shall give the Company the financial support for the operation to be done continuously within the next accounting period.

-Signature-

(Miss Juthamat Loetpanyayothin)

Certified Public Accountant, Registration No. 8634

32/4, Pridi Banomyong 2 Alley, Sukhumvit 71 Road,

Phra Khanong Sub-district, Vadhana District, Bangkok Metropolis 10110

February 21, 2015

SorJor.311:53

Certified True and Correct Translation

Supa Amornsitthi

INTERLANGUAGE TRANSLATION CENTER

Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

(Official Emblem) Department of Business Development Ministry of Commerce No. 11003584087900, Date of issued: December 22, 2015

This is to certify that this copy of the document is correct to the document that this business has submitted.

-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

Green Earth Power (Thailand) Co., Ltd.
Statement of Financial Position
As at December 31, 2014 and 2013

Assets	Note	Baht 2014	Baht 2013
Current Assets			
Cash and cash equivalent	4	1,091,645.07	139,249.09
Other current assets	5	143,661.91	-
Total current assets		1,235,306.98	139,249.09
Non- current assets			
Equipment - net	6	46,841.32	4.00
Intangible assets - net	7	6,264.82	-
Other assets	8	7,500.00	-
Total non- current assets		60,606.14	4.00
Total assets		1,295,913.12	139,253.09
Liabilities and Shareholders' Equity			
Current liabilities			
Other creditors	9	54,870.61	18,000.00
Advance payment from related person	10	49,669,800.00	-
Other current liabilities	11	62,402.09	-
Total current liabilities		49,787,072.70	18,000.00
Total liabilities		49,787,072.70	18,000.00
Shareholders' equity			
Share capital			
Registered capital			
5,000 ordinary shares of Baht 100.00 each		500,000.00	500,000.00
Issued and paid-up capital			
5,000 ordinary shares of Baht 100.00 each		500,000.00	500,000.00
Retained loss- Unappropriated		(48,991,159.58)	(378,746.91)
Total shareholders' equity (capital deficit)		(48,491,159.58)	121,253.09
Total liabilities and shareholders' equity		1,295,913.12	139,253.09

This financial statement was approved by the meeting of shareholders No. 1/2558 on April 30, 2015
I certify that statement is true and correct.

-Signature-
Mr. Supasit Pokinjaruras
Director

(Company's Seal Affixed)

The notes to the financial statements are an integral part of these financial statements.

SorJor.311:53

Certified True and Correct Translation

Supa Amornsitthi

Suna Amornsitthi

(Translation)

(Official Emblem) Department of Business Development Ministry of Commerce No. 11003584087900, Date of issued: December 22, 2015

This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

Green Earth Power (Thailand) Co., Ltd.
Statement of Income
For the year ending on December 31, 2014 and 2013

	Note	2014 (Baht)	2013 (Baht)
Revenues			
Other revenues		-	-
Total revenues		-	-
Expenses			
Administrative expense	12	48,612,412.67	25,095.00
Total expense		48,612,412.67	25,095.00
Loss before financial cost and income tax expense		(48,612,412.67)	(25,095.00)
Financial cost		-	-
Loss before income tax expense		(48,612,412.67)	(25,095.00)
Income tax expense		-	-
Net loss		(48,612,412.67)	(25,095.00)

No. 086461 25 DEC 2015
BKK100

SEEN AT THE MINISTRY OF FOREIGN AFFAIRS
(MR.THANAPON PUTKAEW)
Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

I certify that statement is true and correct.
-Signature-
Mr. Supasit Pokinjaruras
Director

(Company's Seal Affixed)

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The notes to the financial statements are an integral part of these financial statements.

SorJor.311:53

"The Ministry of Foreign Affairs assumes no responsibility for erroneous translation./ กระทรวงการต่างประเทศไม่รับผิดชอบต่อการแปลที่ผิดพลาด"

Certified True and Correct Translation
Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450, 02-2524307, 02-2529177

(Translation)

(Official Emblem) Department of Business Development Ministry of Commerce — No. 11003584087900, Date of issued: December 22, 2015

This is to certify that this copy of the document is correct to the document that this business has submitted.
-Signature-
(Mr. Sakol Kaeonoen)
Registrar
Office of the Company Ltd. and Partnership registration, Bangkok Metropolis

Green Earth Power (Thailand) Co., Ltd.
Statement of Changes in Shareholders' Equity
For the year ending on December 31, 2014 and 2013

Unit : Baht

	Paid-up capital	Retained profit (loss)	Total
Beginning balance of 2013	500,000.00	(353,651.91)	146,348.09
Net loss	-	(25,095.00)	(25,095.00)
Ending balance of 2013	500,000.00	(378,746.91)	121,253.09
Net loss	-	(48,612,412.67)	(48,612,412.67)
Ending balance of 2014	500,000.00	(48,991,159.58)	(48,491,159.58)

I certify that statement is true and correct.
-Signature-
Mr. Supasit Pokinjaruras
Director

(Company's Seal Affixed)

The notes to the financial statements are an integral part of these financial statements.

SorJor.311:53

Certified True and Correct Translation
Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-2527450 02-2524307 02-[illegible]

Execution Copy

CREDIT FACILITIES AGREEMENT

Dated 19 October 2016

Among

GEP (MYANMAR) CO., LTD.
as Borrower

THE FINANCIAL INSTITUTIONS
now or hereafter party hereto as Lenders

KRUNG THAI BANK PUBLIC COMPANY LIMITED
as Facility Agent

and

KRUNG THAI BANK PUBLIC COMPANY LIMITED
as Security Agent

CHANDLER and THONG-EK
7th-9th Floor, Bubhajit Building
20 North Sathorn Road
Bangkok 10500, Thailand
Tel: (66) 0-2266-6485
Fax: (66) 0-2266-6483
Website: ctlo.com

TABLE OF CONTENTS

Page

CTLO

CTLO

CTL

CTLO

CREDIT FACILITIES AGREEMENT

THIS AGREEMENT is dated 19 October 2016, and is entered into by and among:

(1) **GEP (MYANMAR) CO., LTD.**, a limited company registered under the laws of Myanmar, with its principal place of business at No. Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, the Republic of the Union of Myanmar as borrower (the "**Borrower**");

(2) **THE FINANCIAL INSTITUTIONS** named in Schedule A (*Lenders, Addresses and Commitments*) (the "Lenders"), or hereafter party hereto as lenders (in such capacity, the "**Lenders**");

(3) **KRUNG THAI BANK PUBLIC COMPANY LIMITED** as facility agent (in such capacity, the "**Facility Agent**"); and

(4) **KRUNG THAI BANK PUBLIC COMPANY LIMITED** as security agent (in such capacity, the "**Security Agent**").

WHEREAS, the Borrower has entered into power purchase agreement with the Purchaser (as defined below) under which, among other things, (a) the Borrower will design, construct, commission, operate and maintain a solar power plant with an installed 220 MW capacity in Minbu, Myanmar, and (b) the Purchaser will purchase the electricity output of said power project; and

WHEREAS, the Lenders have agreed to make certain credit facilities available to the Borrower to finance part of the Project Costs (as defined below) upon the terms and conditions set out in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1 CERTAIN DEFINITIONS, CERTAIN DOCUMENTS AND ACCOUNTING PRINCIPLES

1.1 Certain Definitions

As used herein, the following terms shall have the following meanings:

"**Account Agreement**" means the account agreement to be entered into between the Lenders, the Agents and the Borrower in form and substance satisfactory to the Lenders.

"**Accounts**" means the bank accounts to be opened in the name of the Borrower or the Security Agent pursuant to the terms and conditions of the Account Agreement.

"**Actual Operating Costs**" means, for any relevant period, the costs and expenses incurred by the Borrower in connection with the ownership, operation and maintenance of the Project, being: C1W

(a) lease costs;

(b) utility costs;

(c) employee salaries, bonuses, provident funds and other employee benefits, administrative and overhead expenses;

(d) the maintenance element of Approved Capital Costs;

(e) duties and taxes incurred in the normal course of operations;

(f) insurance costs, costs and fees incurred in connection with obtaining and maintaining Government Approvals or otherwise in the normal course of operations and other costs consistent with the prudent ownership, operation and maintenance of the Project;

(g) operating and maintenance costs, including payments under the OMA;

(h) fees payable to any Approved Hedging Counterparty under any Approved Hedging Agreement and losses realized from hedging transactions in relation to the Project;

(i) fees payable to the Facility Agent and the Security Agent, and legal, accounting and other professional fees incurred after the COD and in the ordinary course of business;

(j) costs relating to corporate social responsibility; and

(k) all other items included in the Operating Budget;

and any other item of cost or expense that is in the nature of an operating (as opposed to capital) cost or expense but excluding all Scheduled Debt Service, and without double-counting.

"**Affiliate**" means, with respect to any Person, a Subsidiary or a Holding Company of that Person or any other Subsidiary of that Holding Company.

"**Agents**" means the Facility Agent and the Security Agent, and "Agent" means either of them.

"**Agreed Capital Expenditures**" means capital expenditure of the Borrower (other than Project Costs and Approved Capital Costs) from time to time proposed by the Borrower and agreed by the Required Lenders, after consultation with the LTA (if the Required Lenders in their discretion consider necessary), as described in Section 12.11.

"**Agreement**" means this Credit Facilities Agreement, together with all schedules hereto. C16

"**Annual Period**" means each successive period of twelve (12) months commencing on (and including) January 1 of the same year, except that the first Annual Period means the period commencing on the COD, and ending on December 31 of the same year.

"**Applicable Law**" means any law, regulation, rule, judgment, order, decree, directive, guideline, policy, requirement or other similar rule or regulation issued by any Government Authority in Thailand and Myanmar and having the force of law.

"**Approved Capital Costs**" means maintenance costs, replacement program expenditures and other capital expenditures (other than Project Costs), in each case, incurred by the Borrower after the COD for the operation and maintenance of all or any part of the Project in accordance with the Capex Budget.

"**Approved Hedging Agreement**" means any agreement (including trade confirmations, Master Agreement and schedules of the International Swaps and Derivatives Association, Inc.) entered into from time to time between the Borrower and the Approved Hedging Counterparty in relation to any Approved Hedging Transaction.

"**Approved Hedging Counterparty**" means any Lender (regardless of whether that Lender may not subsequently be a Lender after the date it entered into the relevant Approved Hedging Agreement with the Borrower) or any other hedging provider if (i) the Tranche B Lender does not allow utilization under Tranche B, (ii) Tranche B is terminated or (iii) the Tranche B Lender fails to provide competitive rate whereby the Borrower can enter into relevant Approved Hedging Agreement with other hedging provider.

"**Approved Hedging Transaction**" has the meaning given in Schedule K.

"**Assignment Agreement**" means the assignment agreement in the form set out in Schedule H.

"**Assignment of Insurances**" means the assignment of the Borrower's rights in respect of the Insurances and the assignment of the Insurer's rights in respect of the reinsurances, entered into or to be entered into by it in favor of the Secured Parties and in the form and substance satisfactory to the Lenders.

"**Assignment of Warranty Security**" means the assignment of the Borrower's rights in respect of the warranty security provided by the EPC Contractors and other counterparties to the Project Agreements, entered into or to be entered into by it in favor of the Secured Parties and in the form and substance satisfactory to the Lenders.

"**Assignment of Project Agreements**" means the assignment of the Borrower's rights and conditional novation of obligations under the Project Agreements, entered into by it in favor of the Secured Parties and in the form and substance satisfactory to the Lenders.

"**Assignment of Shareholder Loan**" means the assignment of each shareholder loan agreement, entered into or to be entered into by the Borrower and the relevant Shareholder in favor of the Secured Parties and in the form and substance satisfactory to the Lenders.

"**Authorized Directors**" means the directors amongst the registered directors with the Directorate of Investment and Company Administration ("DICA"), being duly authorized by a resolution passed by the board of the directors of the Borrower, to act and execute the documents on behalf of the Borrower pursuant to the appropriate constitutive documents and, if applicable, power of attorney duly issued by the Borrower to that Authorized Director to legally bind the Borrower and has power of affixing the Borrower's company seal, where applicable.

"**Authorized Person**" means a person who has been authorized, whether alone or jointly with one or more other Authorized Persons, to act and execute the documents on behalf of the Borrower pursuant to the appropriate constitutive documents and, if applicable, power of attorney duly issued by the Borrower to that Authorized Person.

"**Baht**" means the lawful currency of Thailand.

"**Base Case Capex Budget**" has the meaning given in Section 12.11(a).

"**Base Case Financial Model**" means the base case financial model of the Borrower verified by the LTA delivered by the Borrower to the Facility Agent pursuant to Schedule 3.1 (Conditions Precedent for Initial Drawdown).

"**Base Case Operating Budget**" has the meaning given in Section 12.10(a).

"**Break Costs**" means the amount (if any) by which:

(a) the interest which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Tranche A Advance to the last day of the current Interest Period in respect of that Tranche A Advance, had the principal amount received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount received by it on deposit with a leading bank in the Bangkok interbank market for a period starting on the Business Day on which such amounts are received, providing such amounts are received or received by the Lender prior to 11.00 a.m. in the Bangkok interbank market, or, if received or recovered on a day other than a Business Day or after 11.00 a.m. in the Bangkok interbank market on a Business Day, from the Business Day following receipt or recovery and ending on the last day of the current Interest Period. CTVO

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Bangkok and Naypyidaw and, (i) if such reference relates to the date for the payment or purchase of any sum denominated in USD, Singapore and, (ii) if such reference relates to a day in which LIBOR is to be determined, London.

"**Capex Budget**" has the meaning given to it in Section 12.11(b).

"**COD**" or "**Commercial Operation Date**" means the date on which the Borrower commences the sale of electricity to the Purchaser under the PPA.

"**Code**" means the US Internal Revenue Code of 1986.

"**Collateral**" means all collateral security (whether assets, rights or otherwise) provided under the Security Documents.

"**Commitments**" means the Tranche A Commitments and Tranche B Commitment, and the amounts designated as such set forth in Schedule A, as the same may be reduced or cancelled from time to time in accordance with the Financing Documents.

"**Consent and Agreement**" means the consent and agreement of each party (other than the Borrower) whose consent is required to an assignment or a conditional assignment by the Borrower under the Security Documents.

"**Contest**" means, with respect to any taxes, assessments, governmental charges or levies or any Lien or other claim (each, a "Subject Claim"), a contest pursued in good faith and by appropriate proceedings diligently conducted so long as adequate reserves have been established with respect thereto in accordance with MAS and IFRS and, during the period of contest, the enforcement of such Subject Claim is effectively stayed. The term "Contest" or "Contested" used as a verb shall have a correlative meaning.

"**Corporate Shareholder**" means Green Earth Power (Thailand) Co., Ltd.

"**D/E Ratio**" means,

(i) during the Tranche A Availability Period, for calculation of the amount of Tranche A Advance to be disbursed under Tranche A, the ratio of the sum of the Tranche A Advances divided by Equity of the Borrower; and

(ii) at any time after the expiry of the Tranche A Availability Period (the first test of which shall commence on the first Repayment Date of Tranche A Advances, and at the end of each financial year of the Borrower thereafter), the ratio of the sum of total Debt (excluding the Subordinated Indebtedness) divided by Equity.

"**Debt**" means any indebtedness of the Borrower as recorded in the financial statements of the Borrower prepared in accordance with IFRS, excluding provision for employee benefits obligations.

"**Debt Service Coverage Ratio**" or "**DSCR**" means:

(i), on the Quarterly Date (after the first complete twelve (12) month period occurring after the Commercial Operation Date) in respect of preceding full twelve (12) -month period, the ratio of (a) EBITDA minus change in operating assets and liabilities during the twelve (12) month period prior to that Quarterly Date; to (b) Scheduled Debt Service for the same period/on the first Quarterly Date after full twelve (12) months from COD, and

(ii) on each Quarterly Date thereafter, the ratio of (a) net income plus non-cash items plus performance liquidated damage resulting from temporary failure to meet performance under the EPC Contracts or any other agreement (as confirmed by LTA) plus financial costs under the Financing Documents plus/minus capital expenditures as recorded in the financial statements of the Borrower delivered to the Facility Agent pursuant to Sections 12.1(a) and 12.1 (b) during the twelve month period (or with respect to the DSCR test for the purpose of the first transfer of funds into the relevant Account as specified in the Account Agreement, during the period of not less than six months commencing from the first day of the Quarterly Period that the Borrower achieves COD,) prior to such Quarterly Date to (b) Scheduled Debt Service for the same period.

"**Debt Service Reserve Requirement**" has the meaning given to it in the Account Agreement.

"**Default**" means an Event of Default or a Potential Event of Default.

"**Default Interest Rate**" has the meaning ascribed to it in Section 6.6(a).

"**Drawdown**" means a drawdown of Tranche A Advance under this Agreement.

"**Drawdown Date**" means each date on which a Drawdown takes place under this Agreement.

"**Endorsement of Insurance**" means the endorsement on insurance policies representing the Insurances.

"**Environmental Claim**" means (a) any and all regulatory or judicial actions, suits, proceedings, remedial actions or orders, damages, penalties, relating in any way to any Environmental Law or any Government Approval issued under any Environmental Law; and (b) any and all claims by any third party seeking damages, compensation or injunctive relief relating to or resulting from hazardous materials or arising from injury or threat of injury to health, safety or the environment.

"**Environmental Law**" means any and all Applicable Laws relating to the regulation or protection of the environment, human health, safety, or to emissions, discharges, releases or threatened releases of hazardous materials into the environment or otherwise relating to the use, storage, disposal, transport or handling of hazardous materials. CTW

"EPC Contracts" means each of the following:

(i) Supply Contract dated 3 August 2016 between the Borrower as owner and Vintage EPC Company Limited as supplier,

(ii) Construction Contract dated 3 August 2016 between the Borrower as owner and VTE International Construction Company Limited as contractor,

(iii) Master Coordination Agreement dated 4 August 2016 between the Borrower, Vintage EPC Company Limited, VTE International Construction Company Limited and China Triumph International Engineering Company Limited,

(iv) Primary Coordination Agreement dated 3 August 2016 between the Borrower, VTE International Construction Company Limited and Vintage EPC Company Limited,

(v) any EPC contract to be entered into by the Borrower and any contractor in relation to the Project; and

(vi) any amendment, replacement and renewal thereto, each in the form and substance satisfactory to the Lender.

"EPC Contractor" means each of the parties (other than the Borrower) under each of the EPC Contracts.

"**EPC Security**" means the bank guarantees to be issued by EPC Contractor or bank(s) having a minimum national rating by Moody's, Standard and Poor or TRIS of BBB, or other bank(s) acceptable to the Required Lenders, in favour of the Borrower as security under the EPC Contracts.

"**Equity**" means (a) the sum of the paid-up capital of the Borrower plus all reserves and unappropriated retained earnings of the Borrower (but excluding any unrealised foreign exchange gain or loss, or revaluation of assets) less retained losses of the Borrower, plus (b) for the purpose of calculating the D/E Ratio pursuant to paragraph (ii) of the definition of D/E Ratio, the outstanding amount of Subordinated Indebtedness in each case computed according to IFRS.

"**Estimated Total Project Costs**" means USD Seventy Three Million Eight Hundred Forty Two Thousand Three Hundred and Ten (73,842,310) as described in the breakdown of Project Costs of the Project which has been delivered to the Facility Agent and attached hereto as Schedule I.

"**Event of Default**" shall have the meaning given in Section 14.

"**Facilities**" means the credit facilities under the Tranche A and the Tranche B granted to the Borrower pursuant to this Agreement.

"**Facility Agent**" means Krung Thai Bank Public Company Limited. CTLO

"**Facility Agent Fee Letter**" means a letter issued by the Facility Agent and accepted by the Borrower pursuant to and in accordance with Section 6.5(a) and under which the Borrower agrees to pay the facility agent fee to the Facility Agent.

"FATCA" means:

(a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;

(b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or

(c) any agreement pursuant to the implementation of paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"FATCA Application Date" means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014;

(b) in relation to a "withholdable payment" described in section 1473(1)(A)(ii) of the Code (which relates to "gross proceeds" from the disposition of property of a type that can produce interest from sources within the US), 1 January 2017; or

(c) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) or (b) above, 1 January 2017,

or, in each case, such other date from which such payment may become subject to a deduction or withholding required by FATCA as a result of any change in FATCA after the date of this agreement.

"FATCA Deduction" means a deduction or withholding from a payment under a Financing Document required by FATCA.

"FATCA Exempt Party" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Fee Letters**" means the Facility Agent Fee Letter and the Security Agent Fee Letter.

"**Final Maturity Date**" means the last Business Day of July 2029; c7L0

"**Financing Documents**" means this Agreement, the Account Agreement, the Insurance Program, the Security Documents, Fee Letters, each Approved Hedging Agreement entered into with a Lender, and any other agreement relating to credit facilities or security which is designated as such by agreement between the Facility Agent and the Borrower.

"**First Repayment Date**" means the earlier of (i) the last Business Day of the month being six (6) months after COD and (ii) 31 January 2018.

"**Force Majeure**" has the meaning given in the PPA.

"**Forecast Funding Shortfall**" means, at any time, the amount by which the Project Costs which are required to be incurred (but have not yet been paid by the Borrower) to reach Project Completion Date exceeds the sum of the undrawn, uncancelled and available Commitments under Tranche A, cash held by the Borrower in the bank account opened in the name of the Borrower for the payment of Project Costs and the bank account opened for the purpose of depositing insurance proceeds received in connection with the Project (as will be described in more details in the Account Agreement) and outstanding equity commitments.

"**Government Approval**" means any authorization, consent, approval, license, waiver, privilege, permit, certification, exemption, concession, filing or registration under Applicable Law by, from or with any Government Authority, which is required by such Government Authority for the Borrower to own and operate the Project or to carry on its business.

"**Government Authority**" means any ministry, department, political subdivision, instrumentality, agency, authority, commission, semi-governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organization established under statute).

"**Guarantees**" means the guarantees to be entered into by each of the Guarantors, in favor of the Secured Parties and in the form and substance satisfactory to the Lenders.

"**Guarantors**" means (i) Green Earth Power (Thailand) Co., Ltd., (ii) Noble Planet Pte. Ltd. (SG) and (iii) Planet Energy Holdings (SG).

"**Holding Company**" means, in relation to a particular Person, another Person of which that particular Person is a Subsidiary.

"**IA**" means Aon (Thailand) Limited or such insurance consultant as the Lenders may select with consultation with the Borrower to provide advice in respect of insurance and reinsurance required for the Project as the Security Agent may from time to time request.

"**IFRS**" means the International Financial Reporting Standards set by the International Accounting Standard Board.

"**Indemnification Amount**" has the meaning given in Section 17.8. CTLO

"**Indemnitee**" has the meaning given in Section 17.8.

"**Initial Drawdown**" means the first Drawdown under this Agreement.

"**Initial Drawdown Date**" means the date of the Initial Drawdown.

"**Insurance Broker Undertaking**" means the letter from the Borrower's insurance broker to the Security Agent confirming the Insurances which are required under Insurance Program are in effect.

"**Insurance Program**" means a summary of terms and conditions approved by the Lenders setting forth the insurance coverage, which the Borrower shall maintain pursuant to Section 12.5.

"**Insurances**" means any or all of the insurances and reinsurances which the Borrower is required to from time to time establish and maintain pursuant to Section 12.5 of this Agreement.

"**Interest Payment Date**" means the last Business Day of an Interest Period.

"**Interest Period**" means, in relation to any Tranche A Advance, an interest period ascertained in accordance with Section 6 of this Agreement.

"**Land Lease Agreements**" means the Land Lease Agreements as specified in Schedule G hereof.

"**Lenders**" means the financial institutions listed in Schedule A who are described as Tranche A Lenders and Tranche B Lenders and their successors and assigns.

"**Lessors**" means the lessors under the Land Lease Agreements as specified in Schedule G hereof.

"**LIBOR**" means, in relation to any relevant sum, the rate determined by the Lender to be the arithmetic mean (rounded up if necessary to the nearest integral multiple of one-sixteenth of one per cent. (1/16%)) of:

(a) the rates per annum at which USD deposits were offered for a period equal to three (3) months (or, if there is no period equal, the period which is closest in length to three (3) months) shown on the Reuters Screen as at 11:00 a.m. (London time) on the Quotation Day; for the purpose of this definition, the "**Reuters Screen**" means the display designated as the LIBO page on the Reuters system or such other page as may replace the LIBO page on that system for the purpose of displaying offered rates for USD deposits; or CTW

(b) if at or about the time specified in (a) above less than two (2) such rates appear on the Reuters Screen, the arithmetic mean of the rates (rounded upwards to the nearest one-sixteenth of one per cent. (1/16%)) as supplied to the Lender at its request quoted by the relevant Reference Banks (provided such quote is given by at least two relevant Reference Banks for USD deposits for a period comparable to the three (3)-month period and in an amount comparable to the relevant Loan at or about 11:00 a.m. (London) time on the Quotation Day.

"**Lien**" means any mortgage, pledge, lien, security interest or interest in the nature of a security, or other charge or encumbrance of any kind, or any other type of preferential arrangement (including, without limitation, any conditional sale or other title retention agreement or any lease in the nature thereof).

"**LTA**" means Owl Energy Limited or such firm of consulting engineers as the Lenders may select with consultation with the Borrower to provide technical advice in respect of the Project as the Facility Agent may from time to time request.

"**MAS**" means Myanmar Accounting Standards announced by the Myanmar Accountancy Council that are currently effective from time to time.

"**Material Adverse Effect**" means the effect of any event or circumstance that has, or would have, a material adverse effect on (a) the perfection, priority or enforceability of the security provided to the Secured Parties under the Security Documents ; (b) the financial condition or business of the Borrower; (c) the ability of the Borrower to observe and fully perform its material obligations, or to exercise its rights, under any Transaction Document to which it is a party in a timely manner; (d) the legality, validity or enforceability of any Financing Document; or (e) the ability of any Obligor (other than the Borrower) to observe and fully perform its material obligations under any Transaction Document to which it is a party in a timely manner.

"**Material Government Approvals**" means all those Government Approvals listed in Schedule 11.3.

"**MIC Permit**" means investment permit issued by the MIC in accordance with the Myanmar Foreign Investment Law, 2012 or any subsequent enactment or amendment in this regard.

"MMK" means Myanmar Kyats, the lawful currency of Myanmar.

"MOA" means Memorandum of Agreement between Department of Electric Power ("DEP") and Green Earth Power (Thailand) dated 16 October 2014.

"**Mortgaged Property**" means the property described and listed in Schedule E.

"**Mortgages**" means each of the Mortgage of Leasehold Rights.

"**Mortgage of Leasehold Rights**" means the mortgage of leasehold rights under to the Land Lease Agreements executed or to be executed by the Borrower for the benefit of the Secured Parties and any additions thereto, replacements thereof or substitutions therefor.

"**Myanmar**" means the Republic of the Union of Myanmar.

"**Notice of Default**" has the meaning given in Section 14.2.

"**Obligations**" means all payment and other obligations and liabilities of the Borrower to the Secured Parties under the Financing Documents, whether actual or contingent which have not been discharged or satisfied.

"**Obligor**" means each of the Borrower, the Purchaser, the EPC Contractors, the Lessors, the OMA Contractor and each of the Shareholders, Sponsors and Guarantors.

"**OMA**" means Operation and Maintenance Agreement to be entered into between the OMA Contractor and the Borrower in form and substance approved by the Required Lenders, the costs and expenses under which shall be in line with the Base Case Financial Model.

"**OMA Contractor**" means China Triumph International Engineering Company Limited or other operation and maintenance operator approved by Required Lenders.

"**Onshore Security Agent**" means a bank in Myanmar appointed by the Security Agent in connection with certain Security Documents governed by Myanmar law.

"**Operating Budget**" has the meaning given in Section 12.10(b).

"**Operation Period**" means the period commencing on the COD.

"**Original Financial Statements**" means the audited financial statements of the Borrower as of 31 December 2016.

"**Outstandings**" means, at any time, the aggregate of Tranche A Advances and Tranche B Liabilities

"**Participation**" means in relation to each Lender:

(a) in respect of a Tranche A Advance, the principal amount of that Tranche A Advance which is owing to that Tranche A Lender;

(b) in respect of a Tranche B Liability, all liabilities (whether direct or contingent) of the Borrower to indemnify the Tranche B Lenders under Tranche B; and.

(c) in respect of any other amount owing by the Borrower hereunder, the portion of that amount which is owing to that Lender.

"**Party**" means each of the parties set forth in the heading paragraph of this Agreement. CTW

"**Permitted Indebtedness**" means:

(a) debts secured by Permitted Liens;

(b) debts arising under or contemplated by the Transaction Documents (including Subordinated Indebtedness);

(c) debt to be owed in financing of Phase 2-4 Projects; and

(d) debt incurred in the ordinary course of business of the Borrower which is not a financial institution debt.

"**Permitted Investments**" means (i) USD-denominated governmental bonds having a credit rating of not lower than the credit rating of Thai government bonds, (ii) USD-denominated promissory notes, fixed deposits, time deposits, certificates of deposit or bills of exchange issued or unconditionally guaranteed or accepted by a Lender, or other bank or financial institution having credit rating of not lower than BBB by Standard & Poor's and/or not lower than Baa2 by Moody's and/or not lower than AA by TRIS Corporation Limited unless the Security Agent approved otherwise, and (iii) any other USD- denominated investment in instruments approved by the Security Agent, ***provided that***, unless otherwise approved by the Required Lenders, no instrument shall be a Permitted Investment unless a perfected security interest therein can be granted to the Security Agent contemporaneously with the making of such Permitted Investment.

"**Permitted Liens**" means, with respect to the Borrower, any Lien which:

(a) arises in connection with workmen's compensation, unemployment insurance or other social security or old age pension obligations;

(b) arises in connection with taxes, assessments or governmental charges which are not yet assessed or not yet due or which are being Contested;

(c) arises by operation of law;

(d) is over property purchased or leased by the Borrower and which Lien is created solely as security for the payment of the purchase price or lease price thereof, up to the amount incurred to finance such purchase price and interest thereon;

(e) is a result of a court order or judgment which is not yet final or is being Contested;

(f) is created pursuant to a Transaction Document;

(g) is created with the consent of the Security Agent, or CTLO

(h) any payment or close out netting or set-off arrangement pursuant to any Approved Hedging Transaction in accordance with the Approved Hedging Agreement entered into by the Borrower.

"**Person**" means any individual, company, partnership, association, joint venture, trust, unincorporated organization or Government Authority.

"**Phase 2-4 Projects**" means the following subsequent phases of the Plant of the Borrower, further details of which are as set out in the PPA and the relevant EPC Contracts:

(a) the installation of specific components of the substation and design, development and construction of the Plant in a capacity of up to 50 MWDC (phase 2);

(b) the installation of specific components of the substation and design, development and construction of the Plant in a capacity of up to 50 MWDC (phase 3); and

(c) the installation of specific components of the substation and design, development and construction of the Plant in a capacity of up to 70 MWDC (phase 4).

"**Plant**" means the solar power plant with an aggregate estimated installed capacity of 220 MW_{DC} and maximum output of 170 MW_{AC}, of the Borrower to be constructed and operated in four (4) phases in Sagu Township, Minbu District, Magway Region, the Republic of the Union of Myanmar.

"**Pledge of Permitted Investments**" means the pledge of the Permitted Investments entered into or to be entered into by the Borrower in favor of the Secured Parties and in the form and substance satisfactory to the Lenders.

"**Potential Event of Default**" means an event or circumstance which, if it continued after the giving of notice or the expiry of any grace period, would be an Event of Default.

"**PPA**" means Power Purchase Agreement between Myanma Electric Power Enterprise and the Borrower. dated 20 March 2016 for 170 MWac Solar Power Plant, Minbu, Magway Region, whereby the Purchaser may be changed to Electrical Power Generation Enterprises in the event that the Government Authority mandates to change the Purchaser from Myanma Electric Power Enterprise to Electrical Power Generation Enterprises, as described in Section 12.29.

"**Project**" means the design, development and construction of the phase 1 of the Plant including the new transmission facility (as described in the PPA), the general structure and components of the substation and the Plant with an installed 50 MW_{DC} generating capacity according to the PPA, including all land, buildings and other facilities necessary for the operation and maintenance thereof. CTLO

"**Project Agreements**" means the documents listed in Schedule G, and any other agreement entered into by the Borrower which is material in the context of the Project and is designated as such by the Facility Agent after consultation with the Borrower.

"**Project Completion Date**" means, the date on which all of the following conditions have been met:

(a) the Purchaser has certified that the COD of the Project has been achieved as described in the PPA;

(b) the Provisional Acceptance Date for the Project has been achieved under the EPC Contract with the approval of the LTA;

(c) the work for the Project under other construction/supply agreements has been turned over to the Borrower, with the approval of the LTA;

(d) no cost overrun and/or pending amount of the Project Costs which has not been paid for by the Borrower;

(e) all insurance policies for the Project which are then required to be in full force and effect on such date under the Insurance Program and under the Project Agreements are in full force and effect;

(f) all Material Government Approvals required for the Project at the time of issuance of the certificates under paragraph (b) or paragraph (c) above (whichever occurs later) have been obtained and are in full force;

(g) all Security Documents are in place; and

(h) no Default has occurred and is continuing.

"**Project Costs**" means, with respect to the Project,

(a) the total capital cost of the development, engineering, procurement, construction, installation, commissioning, testing and start-up of the Project incurred up to the Provisional Acceptance Date, including all financing costs incurred up to the Provisional Acceptance Date, insurance costs, pre-operating expenses, payment to the issuer of the performance guarantee issued in favor of the Purchaser under the PPA, land lease payments, land costs and expenses, legal and other consultants' costs, taxes, value added tax, fees for Government Approvals, and hedging costs (if any) thereof; and

(b) all other amounts incurred by the Borrower pursuant to the Transaction Documents up to the Provisional Acceptance Date.

"**Project Revenues**" means, for any relevant period, all revenues received by the Project during such period from (a) the sale of electricity under the PPA, (b) interest accrued on and other income derived from the balance outstanding in the Accounts, and (c) all other income howsoever received by the Borrower in respect of the Project. CTLO

"**Provisional Acceptance Date**" has the meaning given in the Construction Contract dated 3 August 2016 between the Borrower and VTE International Construction Company Limited.

"**Prudent Utility Practices**" means the construction, operating and maintenance practices generally accepted by the power industry for facilities of similar design, size and location, and which practices are generally in compliance with Applicable Law, Government Approvals, and construction, operation and maintenance standards reasonably recommended by the relevant equipment suppliers and manufacturers of machinery used in the Project.

"**Purchaser**" means the purchaser of electricity under the PPA which is the Myanma Electric Power Enterprise or Electrical Power Generation Enterprises in the event that the Government Authority mandates to change the Purchaser from Myanma Electric Power Enterprise to Electrical Power Generation Enterprises, as described in Section 12.29.

"**Quarterly Date**" means the last day of each of March, June, September and December.

"**Quarterly Period**" means the period beginning on the Initial Drawdown Date and terminating on the first Quarterly Date falling thereafter and each successive period beginning on the day immediately succeeding a Quarterly Date and ending on the next Quarterly Date.

"**Quotation Day**" means:

(a) in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period and if interest cannot be determined on that day, the previous Business Day prior to that day; and

(b) in relation to any Interest Period the duration of which is selected by the Lender pursuant to Section 6.6 (*Default Interest*), such date as may be determined by the Lender.

"**Receipt**" means a receipt to be issued by the Borrower pursuant to Section 4.1(a) or 4.1(d) (as the case may be) executed by the Authorized Directors or Authorized Person of the Borrower in the form substantially set out in Schedule D.

"**Repayment Date**" means each of 47 Quarterly Dates set forth in Schedule B.

"**Request**" means a request for a Utilization or Drawdown executed by Authorized Directors or Authorized Person of the Borrower substantially in the form set out in Schedule C. C716

"**Required Lenders**" means, at any time, for purposes of:

(a) (i) any change in the principal amount, interest rate, default rate or currency of any Outstandings or any deferment or extension of the Repayment Dates or Interest Payment Dates;

(ii) amending the definition of Required Lenders, Debt Service Coverage Ratio, Material Adverse Effect, Project Agreement, Tranche A Availability Period and Tranche B Availability Period;

(iii) releasing (wholly or partly) or materially affecting any security interest under the Collateral, except as otherwise permitted under the Financing Documents;

(iv) giving consent to any request from the Borrower for a consent or waiver of Section 13.4;

(v) varying a Lender's Commitment; or

(vi) waiving a condition precedent to the Initial Drawdown;

Lenders together holding one hundred percent (100%) of the Outstandings under Tranche A (or if there are no Outstandings under Tranche A, Tranche A Commitments) at such time;

(b) declaring an Event of Default or determining to exercise any or all rights of the Lenders with respect to the Collateral, Lenders holding (i) for a period of three (3) months following and during the continuance of any Event of Default at least seventy-five percent (75%), or (ii) thereafter at least forty percent (40%) of the Outstandings under Tranche A (or if there are no Outstandings under Tranche A, Tranche A Commitments) at such time; or

(c) otherwise amending any of the Financing Documents or making a determination as to whether there is a Material Adverse Effect for the purposes of Section 11.1 or entering into or amending any Project Agreements, and all other actions where the consent, waiver or action of the Required Lenders is required, Lenders holding at least sixty-six and two-thirds percent (66-$^2/_3$%) of the Outstandings under Tranche A (or if there are no Outstandings under Tranche A, Tranche A Commitments) at such time.

"**Restricted Payments**" means payment of dividends or payment of Subordinated Indebtedness from the Borrower to the Shareholders, Sponsors and Guarantors.

"**Scheduled Debt Service**" means, for any period, the aggregate of (a) interest, expenses and fees due and payable by the Borrower to the Secured Parties in respect of such period, (b) scheduled principal amount due and payable by the Borrower to the Lenders during such period and (c) any amounts payable with respect to the deduction or withholding of tax on such payments. C1w

"**Secured Parties**" means, collectively, the Facility Agent, the Security Agent, the Lenders and the Approved Hedging Counterparties who are Lenders under this Agreement.

"**Security Agent**" means Krung Thai Bank Public Company Limited.

"**Security Agent Fee Letter**" means a letter issued by the Security Agent and accepted by the Borrower pursuant to and in accordance with Section 6.5(b) and under which the Borrower agrees to pay the security agent fee to the Security Agent.

"**Security Assignment Agreement**" means the security assignment agreement, to be entered into by it in favor of the Secured Parties and in the form and substance satisfactory to the Lenders.

"**Security Documents**" means all documents listed under the heading "Security Documents" in Schedule J hereto and any other document under which the Borrower, Sponsors, Guarantors and/or the Shareholders grant any security to the Secured Parties for the purposes of the Project.

"**Security Documents over Accounts under the Secured Transactions Act B.E. 2558**" means the security document over Accounts under the Secured Transaction Act B.E. 2558, to be entered into by the Borrower in favor of the Secured Parties in the form and substance satisfactory to the Lenders and registered with the Department of Business Development, the Ministry of Commerce.

"**Share Pledges**" means the pledge of the shares (i) in the Borrower entered into or to be entered into by each of the Shareholders and (ii) in Green Earth Power (Thailand) Company Limited by its shareholders, in favor of the Secured Parties and in the form and substance satisfactory to the Lenders.

"**Shareholders**" means Green Earth Power (Thailand) Co. Ltd., Mr. U Aung Thiha and Mr. Supasit Pokinjaruras, and each of them shall be referred to as a "**Shareholder**".

"**Shareholder Loans**" means loans granted from time to time to the Borrower by its Shareholders (whether now or in the future), evidenced by documentation satisfactory to the Facility Agent.

"**Sites**" means the land required for the Project, as described in Schedule E.

"**Sponsors**" means Mr. U Aung Thiha and Mr. Supasit Pokinjaruras.

"**Sponsors Support Agreement**" means a support agreement entered or to be entered into between the Borrower, Mr. U Aung Thiha and Mr. Supasit Pokinjaruras as sponsors, the Security Agent, the Facility agent and the Lenders in the form and substance satisfactory to the Lenders to provide for cash deficiency support to the Borrower in the aggregate amount of not more than USD 6,300,000 where there is a shortfall. [1W

"**Subordinated Indebtedness**" means any unsecured indebtedness of the Borrower under the Shareholder Loans which is subordinated in right of payment and exercise of remedies to the Obligations pursuant to the terms of a Subordination Agreement and Schedule F.

"**Subordination Agreement**" means an agreement between the Security Agent and the Shareholders, the Guarantors and/or the Sponsors in the form and substance satisfactory to the Lenders.

"**Subsidiary**" means, with respect to any Person, any other Person over which that Person has direct or indirect control, or owns directly or indirectly more than fifty percent (50%) of the share capital or similar right of ownership.

"Suspense Account" means a bank account opened in the name of the Security Agent pursuant to the terms and conditions of the Account Agreement

"**Taking**" means any circumstance or event in consequence of which the Project or any part thereof is condemned or seized or otherwise appropriated or nationalized by any Government Authority.

"**Termination Date**" means the date on which all Obligations have been fully satisfied.

"**Total Loss**" means (a) the complete destruction of the Project following a fire, natural disaster or other occurrence having similar effect thereto, (b) damage to the Project beyond repair, or other occurrence, which in any such case renders the Project as a whole permanently unfit for normal use for any reason whatsoever, (c) any damage to the Project that results in a settlement on the basis of actual or constructive total loss, in each case other than clause (c), as determined by the Security Agent.

"**Tranche A**" means the USD term loan facility described in Section 2.1(a).

"**Tranche A Availability Period**" means the period from and including the date of this Agreement to and including the earlier of (i) the date being sixteen (16) months from the signing date of this Agreement and (ii) the date being one hundred and twenty (120) days from COD.

"**Tranche A Advances**" means, at any time the aggregate principal amount outstanding from the Borrower under Tranche A.

"**Tranche A Commitment**" means the aggregate of all the Tranche A Commitments being USD forty-eight million (48,000,000) at the date of this Agreement.

"**Tranche A Lenders**" means each financial institution listed as Tranche A Lenders in Schedule A (*Lenders, Addresses and Commitments*) or the financial institution who assumes the Obligations and rights of such financial institution pursuant to this Agreement

"**Tranche B**" means the derivative (interest rate swap) facility described in Section 2.1(b). (716

"**Tranche B Availability Period**" means the period commencing on the signing date of this Agreement and ending on the Final Maturity Date.

"**Tranche B Commitment**" means the maximum amount which the Tranche B Lenders are committed to make available under Tranche B, being the amount set out in Schedule A of this Agreement, which shall be subject to annual review of the Tranche B Lenders.

"**Tranche B Liabilities**" means the net termination sum due to the Tranche B Lenders on the Early Termination Date (as defined in the relevant ISDA Master Agreement) and as calculated pursuant to relevant ISDA Master Agreement.

"**Tranche B Lenders**" means each financial institution listed as Tranche B Lenders in Schedule A (*Lenders, Addresses and Commitments*) or the financial institution who assumes the Obligations and rights of such financial institution pursuant to this Agreement

"**Transaction Documents**" means the Project Agreements and the Financing Documents.

"**US**" means the United States of America.

"**USD**" means the lawful currency of the United States of America.

"**Utilization**" means utilization of a Tranche A Advance or a Utilization of the Tranche B under this Agreement.

"**Utilization Date**" means: each date on which a Utilization takes place under this Agreement.

1.2 Certain References; Construction of Certain Terms and Phrases

(a) Unless otherwise stated, any reference in this Agreement and each other Financing Document: (i) to any of the Transaction Documents shall mean any of such documents as amended, supplemented, assigned, novated or otherwise modified and in effect from time to time as permitted hereby; (ii) to any Applicable Law shall mean such Applicable Law as amended, supplemented or modified and in effect from time to time, or any other Applicable Law in substance substituted therefor; (iii) to any Person shall include such Person's successors and assigns as permitted hereby, including, with respect to each Party, each permitted assignee of such Party; (iv) to any Government Authority shall include any Government Authority succeeding to such Government Authority's functions and capacities; and (v) to the knowledge of the Borrower or the Borrower's knowledge means to the actual knowledge of a director of the Borrower. ፐ7ю

(b) Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "whereof", "hereby", "hereto" and similar words refer to this entire Agreement and not any particular Section, or Schedule or any other subdivision of this Agreement; (iv) references to "Section" or "Schedule" are to a section of or a schedule to this Agreement; (v) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import; and (vi) references to "this Agreement" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented in accordance with the terms hereof or thereof, as the case may be, and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

1.3 Accounting Principles and Terms

(a) Except as otherwise expressly provided herein, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered to any Party hereunder shall be prepared, in accordance with IFRS applied on a basis consistent with that used in the preparation of the latest financial statements furnished to the Party hereunder.

(b) All calculations made for the purposes of determining compliance with the terms of this Agreement shall be made accordingly unless (i) the Borrower shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or (ii) any Party shall so object in writing within 30 days after delivery of such financial statements, in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made.

SECTION 2 THE FACILITIES

2.1 The Facilities

Upon the terms and subject to the conditions hereof:

(a) **Tranche A**

The Tranche A Lenders hereby grant to the Borrower the term loan facility in an aggregate principal amount of up to USD Forty-eight million (48,000,000) for (i) the purpose of financing or reimbursement of payments to the EPC Contractors under the EPC Contracts and/or the financier of the EPC Contractors and (ii) for payments of other Project Costs. CTW

(b) **Tranche B**

Subject to the Lender's annual review, the Tranche B Lender hereby grants to the Borrower a derivative (interest rate swap) facility in an aggregate amount of up to USD 9,120,000 which shall not exceed Baht 337,440,000 (Notional Amount of USD 48,000,000, which shall not exceed Baht 1,776,000,000), for the purpose of hedging interest rate under Tranche A, but not for speculative reasons nor for the primary purpose of making a profit from the transaction.

2.2 No Duty to Monitor

Without affecting the obligations of the Borrower in any way, no Lender shall be obliged (but shall have the right) to monitor or verify the application of the proceeds of any Drawdown or Utilization.

2.3 Nature of Lender's Obligations

The obligations of the Lenders under this Agreement are several. The failure of a Lender to perform its obligations under this Agreement shall not affect the obligations of any other Lender under this Agreement nor relieve any other Lender or the Facility Agent of its obligations hereunder. Neither a Lender nor the Facility Agent shall be liable for the failure of any other Lender to perform its obligations under this Agreement.

2.4 Termination

The unused amount of the Tranche A Commitment shall automatically expire on the last day of the Tranche A Availability Period. The unused amount of the Tranche B Commitment shall automatically expire on the last day of the Tranche B Availability Period. Termination of Tranche A Commitment under this Section is subject to cancellation fee specified in Section 5.3 hereof.

SECTION 3 CONDITIONS PRECEDENT

3.1 Initial Drawdown

The obligations of the Lenders to disburse funds for the Initial Drawdown on the Initial Drawdown Date shall be subject to the satisfaction or waiver of the conditions set forth or referenced in Schedule 3.1.

Upon all conditions set forth or referenced in Schedule 3.1 (other than (i) Security Document in respect of the movable properties (including equipment) of the Project, and (ii) share pledge over shares in Green Earth Power (Thailand) Co., Ltd.), which are subject to security interest in favor of the EPC Contractors or the financier of the EPC Contractors) are completed or waived by the Required Lenders, after receiving written request from the Borrower, the Facility Agent shall issue an interim conditions precedent confirmation letter to the Lenders and the Borrower in order that the

Borrower can proceed with any necessary release of those security interest from the EPC Contractors (or the financier of the EPC Contractors).

3.2 Each Utilization and Drawdown

The obligations of the Lenders to disburse funds for Drawdown on each Drawdown Date or Utilization on each Utilization Date shall be subject to the satisfaction or waiver of the conditions set forth or referenced in Schedule 3.2.

SECTION 4 DRAWDOWNS AND UTILIZATIONS

4.1 Request for Tranche A

(a) The Tranche A Lenders will not be obliged to allow a Drawdown of Tranche A Advance unless:

(i) **Notice:** the Facility Agent shall have received, no later than five (5) Business Days before the proposed Drawdown Date (or such shorter period as the Lenders may agree), a duly completed Request in relation to the relevant Drawdown, with the Borrower certifying the purpose of the Drawdown and the Facility Agent is satisfied that such purpose complies with Section 2;

(ii) **Conditions precedent:** the conditions precedent set out or referred to in Sections 3.1 and 3.2 have been fulfilled to the satisfaction of, or waived by, the Required Lenders prior to the issue of such Request;

(iii) **Business Day:** the proposed date for such Drawdown is a Business Day during the Tranche A Availability Period; and

(iv) **No market disruption:** the Borrower agrees that the Tranche A Lenders reserve the right not to allow a Drawdown of the term loan facility under Tranche A in the case where the circumstances described in Section 16.1 apply and an alternative basis for determining the rate of interest in respect of the first Interest Period for such Drawdown cannot be agreed pursuant to Section 16.2.

(b) **One Drawdown:** the Drawdown of the term loan facility under Tranche A shall be made not more than one (1) time in each calendar month.

(c) **Pro Rata Among Tranche A Lenders:** the Drawdown under the Tranche A shall be pro rata among the Tranche A Lenders. CTLO

4.2 Request for Tranche B

The Tranche B Lenders will not be obliged to allow a Utilization of Tranche B unless:

(a) the Borrower has entered into agreements and documents required by the relevant Tranche B Lender, including the most recent version of the ISDA Master Agreement of the International Swaps and Derivatives Association together with the ISDA Schedule;

(b) the conditions precedent set out or referred to in Section 3.2 have been fulfilled to the satisfaction of, or waived by the relevant Tranche B Lender prior to the issue of such Request;

(c) the proposed date for such Utilization is a Business Day during the Tranche B Availability Period;

(d) the Borrower shall submit a duly completed application and documents for Utilization of a non-revolving derivative (interest rate swap) for such Utilization as required under customary banking practices of the relevant Tranche B Lender; and

(e) each Utilization of the Tranche B will be made and maintained in accordance with customary banking practices of the relevant Tranche B Lender and, for this purpose, the Borrower will comply with all requirements in accordance with customary practices in relation to any Utilization of Tranche B notified to it by the relevant Tranche B Lender.

4.3 Funding of Tranche A

(a) The Facility Agent shall promptly (but in any event not later than five (5) Business Days prior to the proposed Drawdown Date) deliver to each Tranche A Lender:

(i) a copy of the Request; and

(ii) written instructions to each Tranche A Lender to transfer funds into the bank account of the relevant EPC Contractors and/or the financier of the EPC Contractors as specified in the relevant Request, in the total amount equal to its Participation in the relevant Tranche A Advance no later than 11.00 a.m. (Bangkok time) of the proposed Drawdown Date.

(b) On each Drawdown Date, each Tranche A Lender shall transfer to the bank account referred to in the preceding paragraph the amount of its Participation in such Tranche A Advance. CTLO

SECTION 5. PREPAYMENT AND CANCELLATION

5.1 Voluntary Prepayment

(a) The Borrower may from time to time, by giving not less than 30 days' prior irrevocable notice to the Facility Agent, effect a voluntary prepayment of the Tranche A Advances, in whole or in part, provided that (x) in the case of a partial prepayment, the prepaid amount shall be in the minimum amount of USD three hundred thousand (300,000) and integral multiples of USD one hundred thousand (100,000); (y) such prepayment shall be made together with accrued interest on the Tranche A Advances; and (z) such prepayment shall be made together with a prepayment fee of two percent (2%) on the amount prepaid except in the event where the source of fund for such prepayment is from (i) cash flow from the operation of the Project, (ii) increase of the Borrower's registered and/or paid-up capital and/or share premium and/or (iii) the financial indebtedness arranged or provided by a Lender (only in respect of the portion arranged or provided by such Lender).

(b) Any amount prepaid shall be applied towards repayment of the Tranche A Advances in inverse order of maturity and on a pro rata basis among the Tranche A Lenders.

(c) If the Borrower pays any prepayments under this Section 5.1 on a date other than an Interest Payment Date, the Borrower shall also pay to the Tranche A Lenders an amount equal to any Break Costs reasonably incurred by the Tranche A Lenders. The Tranche A Lender shall deliver to the Borrower a certificate as to the amount of the Break Costs (and including in such certificate reasonable detail of the calculation of such Break Costs), provided that the Tranche A Lender shall not be required to disclose any information which such Tranche A Lender considers to be confidential.

5.2 Mandatory Prepayment

The Borrower shall make mandatory prepayment without premium or penalty or Break Costs, on the next succeeding Interest Payment Date towards the Tranche A Advances on a *pro rata* basis among the Tranche A Lenders immediately after receipt of:

(i) any proceeds from the insurances maintained pursuant to the Financing Documents subject to application of insurance proceeds in accordance with Insurance Program. Amounts prepaid from the source of funds specified in this paragraph shall be applied towards repayment of the Tranche A Advances in inverse order of maturity; and C1W

(ii) at the same time that funds in the relevant Account is transferred to pay Restricted Payment as specified in the Account Agreement, the Borrower shall apply fifty (50) per cent of the amount to be transferred from such relevant Account to prepay the Tranche A Advances. Any amount prepaid shall be applied towards repayment of the Tranche A Advances in inverse order of maturity and on a pro rata basis among the Tranche A Lenders.

If the Borrower pays any prepayments under this Section 5.2 on a date other than an Interest Payment Date, the Borrower shall also pay to the Tranche A Lenders an amount equal to any Break Costs reasonably incurred by the Tranche A Lenders (if any). The Tranche A Lender shall deliver to the Borrower a certificate as to the amount of the Break Costs (and including in such certificate reasonable detail of the calculation of such Break Costs), provided that the Tranche A Lender shall not be required to disclose any information which such Tranche A Lender considers to be confidential.

5.3 Cancellation

The Borrower may cancel or reduce any undrawn portion of the Tranche A Commitments, in whole or in part, on a pro rata basis among the Tranche A Lenders with a cancellation fee of one percent (1%) on the amount cancelled payable on the cancellation date, except where the Borrower can prove to the Lenders' satisfaction that such cancellation is due to a reduction in Project Costs and that after such cancellation, it will continue to have sufficient fund available to it to complete the Project.

Any cancellation shall be made upon thirty (30) days' prior written notice to the Facility Agent and subject to the Facility Agent having received satisfactory evidence of availability of funding necessary to achieve Project Completion Date. No canceled or reduced Commitments may be re-instated

SECTION 6 INTEREST AND FEES

6.1 Interest under Tranche A

6.1.1 Rate of Interest

The Borrower shall pay the Tranche A Lenders on each Interest Payment Date interest falling due under any of the Tranche A Advances at the rate equals to the aggregate of LIBOR plus four point five per cent (4.50%) per annum.

6.1.2 Interest Payments

(i) Interest on each Tranche A Advance made under this Agreement shall be payable in arrears on the relevant Interest Payment Date and the first Interest Period for each Tranche A Advance shall commence on the Drawdown Date of such Tranche A Advance. CTLO

(ii) Each Interest Period in relation to a Tranche A Advance shall have a duration of three (3) months, ***provided that***:

(A) the first Interest Period will commence on the Initial Drawdown Date and shall end on the last Business Day of the third month after such Interest Period commences;

(B) each subsequent Interest Period shall commence on the last day of the previous Interest Period and shall end on the following three (3) months thereafter, provided that, if any Interest Period would otherwise overrun a Repayment Date, such Interest Period shall be shortened so that it ends on that Repayment Date and each Interest Period thereafter shall commence on the last day of the previous Interest Period and shall end on each Repayment Date thereafter;

(C) in calculating interest for each Interest Period, the Tranche A Lenders shall include the first day but exclude the last day of the relevant period, so that interest for any one day shall not accrue or be payable with respect to more than one (1) Interest Period; and

(D) if an Interest Period would otherwise overrun the Final Maturity Date, such Interest Period shall be shortened so that it ends and shall end on the Final Maturity Date.

(iii) Any Tranche A Advance made subsequent to the Initial Drawdown Date will be consolidated with the existing Tranche A Advance on the Interest Payment Date immediately following the Drawdown Date for such Tranche A Advance.

6.2 Interest Rate Swap under Tranche B

The Borrower shall pay fees in respect of the interest rate swap transactions under Tranche B at the rates prescribed by the Lender.

The Borrower acknowledges that the Tranche B Commitment shall be subject to an annual review by the Tranche B Lender.

6.3 Front End fee and management fee

The Borrower agrees to pay to the Tranche A Lenders a front end fee and management fee in the aggregate amount equal to one point two five percent (1.25%) of the Tranche A Commitment due and payable on the earlier of (i) sixty (60) days from the date of this Agreement and (ii) 30 December 2016. ClW

6.4 Commitment Fees

The Borrower agrees to pay to the Tranche A Lenders commitment fees at the rate of zero point two five percent (0.25%) per annum on the undrawn and uncancelled portion of the Tranche A Commitment during the Tranche A Availability Period, which shall be payable on a quarterly basis calculated from the date of this Agreement.

6.5 Agency Fees

(a) The Borrower shall pay the Facility Agent for its own account such facility agent fees and expenses at the times, and in such amounts, to be agreed between the Facility Agent and the Borrower and as set out in the Facility Agent Fee Letter.

(b) The Borrower shall pay the Security Agent for its own account such security agent fees and expenses at the times, and in such amounts, to be agreed between the Security Agent and the Borrower and as set out in the Security Agent Fee Letter.

6.6 Default Interest

(a) If the Borrower fails to pay any amount of Tranche A Advances, Outstandings and/or their interests payable by it under this Agreement when due, it shall forthwith on demand by each Lender pay interest on the principal amount outstanding under this Agreement from and including the due date up to the date of actual payment (as well after as before judgment) at the default rate per annum which is the sum of (i) three per cent (3%); (ii) LIBOR and (iii) four point five per cent (4.5%) (**"Default Interest Rate"**). For the avoidance of doubt, if the Borrower fails to pay any amount of Tranche A Advances, Outstandings and/or interests payable by it under this Agreement when due, the Lenders may charge the default interest on the principal amount outstanding, without double counting.

(b) where the Borrower fails to pay on the due date any interest payable by it under this Agreement and such default continues for one (1) year or more, such unpaid interest shall, as from the first anniversary date of such default, be added to and form part of any principal then outstanding and such outstanding principal which is overdue including such capitalized interest shall thereafter (until paid) bear interest at the Default Interest Rate.

(c) If the Borrower fails to pay any amount payable by it under the Financing Documents (other than the Tranche A Advances and Outstandings and their interests in accordance with paragraph 6.6(a) above) when due, it shall pay interest on such amount from and including the due date up to the date of actual payment (as well after as before judgment) at the Default Interest Rate. Any interest accruing under this paragraph will be immediately payable by the Borrower.

6.7 Calculations and Notice

(a) **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Financing Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

(b) **Certificates and determinations**

Any certification or determination by the Lender of a rate or amount under any Financing Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

(c) **Day count convention**

Any interest, commission or fee accruing under a Financing Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days.

SECTION 7 REPAYMENT

The Tranche A Advances shall be repaid by the Borrower to the Tranche A Lenders on a pro rata basis among the Tranche A Lenders in the amounts and on the Repayment Dates set out in Schedule B, commencing on the First Repayment Date. Repayments in respect of Tranche A shall be made every three months, except that the final Repayment Date shall be made no later than the Final Maturity Date of Tranche A.

SECTION 8 PAYMENTS

8.1 Payments by the Parties

(a) Unless otherwise agreed by the relevant Lender, on the date on which the Borrower is required to make a payment under a Financing Document, the Borrower shall, on or prior to 11:00 a.m. (Bangkok time) on such due date wire transfer good funds on such date to the account of the relevant Lender as shall be notified to the Borrower by the relevant Lender. The relevant Lender may request the Borrower to provide it with a pay-in slip or other documents evidencing that the Borrower has transferred funds to the bank account as specified herein.

(b) Unless otherwise agreed by the relevant Lender, payments by the Lender to the Borrower shall be paid by wire transfer on behalf of the Borrower on or before 11:00 a.m. (Bangkok time) on the due date to the specified bank account pursuant to Section 4.3(a)(ii) for value on the relevant Utilisation Date.

(c) All fees and expenses incurred in connection with fund transfers under this Section 8.1 *(Payment by the Parties)* shall be borne by the Borrower. CTLO

8.2 No set-off by Borrower

All payments to be made by the Borrower under the Financing Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

8.3 Business Days

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or unpaid sum under paragraph (a) above, interest is payable on the principal or unpaid sum at the rate payable on the original due date.

8.4 Currency of account

(a) Subject to paragraphs (b) and (c) below, USD is the currency of account and payment for any sum due from the Borrower under any Financing Document.

(b) Each payment in respect of costs, expenses or taxes shall be made in the currency in which such costs, expenses or taxes are incurred.

(c) Any amount expressed to be payable in a currency other than USD shall be paid in that other currency.

SECTION 9 ACCOUNTS AND CASHFLOW APPLICATION

The Parties hereby agree that the provisions relating to the Accounts and cashflow application shall be as specified in the Account Agreement to be entered into by the Parties as a condition precedent to Initial Drawdown.

SECTION 10. SECURITY INTERESTS

10.1 Security

As security for the payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, now existing or hereafter arising, the Borrower agrees to create and maintain, and to cause the Shareholders to create and maintain, in favor of the Secured Parties security interests in such of their respective assets, revenues and business, as required pursuant to this Agreement and the other Security Documents. The Borrower shall, and shall cause the Shareholders to, deliver each of the Security Documents to which they are a party, each duly executed and in form and substance acceptable to the Security Agent. The Secured Parties shall (and shall instruct the Security Agent or the Onshore Security Agent (as the case may be) to) release the Collateral created by the Security Documents promptly after all the

Obligations (other than the obligations under Section 18.11 (Survival)) have been irrevocably paid and discharged in full.

10.2 Accounts

If a Notice of Default has been issued in respect of any Event of Default which is continuing (and not waived), all amounts held in any of the Accounts, and all payments under or in connection with, or in respect of the other Collateral made to the Borrower and received by or paid over to the Security Agent or made directly to the Security Agent in accordance with the provisions of this Agreement and the Account Agreement or otherwise (whether or not on deposit in any of the Accounts), and all proceeds of the Collateral received by the Secured Parties, may be held by the Secured Parties as Collateral and shall thereby become Collateral for the Obligations and be applied to or set off against the Obligations.

10.3 Further Assurances

The Borrower agrees that, from time to time upon request of the Security Agent, and at its expenses, the Borrower will promptly execute and deliver, and will promptly cause the Shareholders , Sponsors and Guarantors to execute and deliver, all further instruments and documents, and take all further actions that may be reasonably necessary or desirable, or that the Security Agent may request, in order to create, preserve, validate, perfect or protect the Liens granted or purported to be granted hereby or by any Security Document or the priority thereof or to enable the Security Agent to exercise and enforce their rights and remedies hereunder and thereunder.

10.4 Registration

The Borrower shall pay all filing, registration and recording fees or re-filing, re-registration and re-recording fees and all expenses incident to the execution and acknowledgment of this Agreement, any Security Document, any agreement supplemental hereto or thereto and any instruments of further assurance, and all intangibles and stamp duties and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Agreement and all Security Documents, any agreement supplemental hereto or thereto and any instruments of further assurance.

SECTION 11 REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower represents and warrants to each Lender on the date of this Agreement that:

11.1 Existence, etc.

It is a private limited company duly registered and validly existing under the laws of Myanmar, has all requisite corporate power to execute, deliver and perform its obligations under the Transaction Documents to which it is a party and to own its assets and carry on its business as is now being (or as it is proposed to be) conducted by it as contemplated by the Transaction Documents. C7W

11.2 Authorization, Execution; Enforceability; Action

(a) Each of the Transaction Documents (which have been executed) to which it is a party has been duly and validly authorized, executed and delivered by its Authorized Director or Authorized Person. Each of the Transaction Documents (which have been executed) to which it is a party, constitutes its legal, valid and binding obligations except as the same may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and except as may also be subject to the limitation of actions by prescription.

(b) All steps which are required to be taken by it under Applicable Law in order (i) to enable it to lawfully enter into, exercise its rights under and perform its obligations under the Transaction Documents, (ii) to ensure that its obligations under the Transaction Documents are legal, valid and binding, and (iii) to make the Transaction Documents admissible in evidence in Thailand and Myanmar have been taken, except for (x) the translation of the Transaction Documents into the Thai and Myanmar language, (y) the execution and delivery of the Transaction Documents which are to be executed and delivered after the date hereof, and (z) the issuance of those Material Government Approvals listed in Part B of Schedule 11.3 and the registration of certain Myanmar Security Documents specified in Section 12.23.

11.3 Material Government Approvals

There is no proceeding pending or threatened against it that seeks to rescind, terminate or suspend, or modify in any material way, any Material Government Approval which it has obtained as of the date of this Agreement.

11.4 No Breach

The execution, delivery and performance by it of each of the Transaction Documents to which it is or will be a party and the carrying out of the transactions contemplated thereby do not:

(a) violate any provision of any material Applicable Law or Material Government Approval applicable to it or the Project; or

(b) conflict with, result in a material breach of or constitute a material default under its memorandum and articles of association or any other material agreement, lease or instrument to which it is a party or by which it or its assets may be bound.

11.5 No Insolvency Action

To its best knowledge, no steps have been taken by it nor have any legal steps been taken to appoint a receiver, liquidator, judicial manager or similar officer which has not been set aside by it.

11.6 No Default

(i) No event has occurred and is continuing which constitutes, or which, with the giving of notice and/or expiry of any grace period, would constitute an event of default under any Transaction Document (on part of the Borrower, the Sponsors, the Guarantors and the Shareholders) and

(ii) to the best of its knowledge, no event has occurred and is continuing which constitutes, or which, with the giving of notice and/or expiry of any grace period, would constitute an event of default under any Project Agreements (on part of the parties other than the Borrower, the Sponsors, the Guarantors and the Shareholders).

11.7 Proceedings

(a) There is no litigation, arbitration or administrative or other proceedings against it or, to the best of its knowledge, pending against it, and in the case of a repetition of this representation, no litigation, arbitration or administrative or other proceedings are current, pending or threatened against it.

(b) It has not received from any counterparty to a Project Agreement any notice of default, nor is it aware that it is in breach of, or in default under, any Transaction Document to which it is a party.

11.8 Taxes

All necessary returns have been delivered by or on its behalf to the relevant taxation authorities within the time period allowed by law, and it is not in default in the payment of any taxes save for taxes that are being contested in good faith and by appropriate means, and an adequate reserve has been set aside with respect to taxes which is not disclosed in its latest audited financial statements.

11.9 Project Agreements

It has not agreed to any amendment to the PPA or any amendment to any Project Agreement that the Lenders may consider material other than (i) those disclosed to the Lenders in writing prior to the date of this Agreement, (ii) amendments made with the consent of the Required Lenders or (iii) in relation to the PPA only, the amendment of the PPA as described in Section 12.29.

11.10 Disclosure

(a) There is no material fact relating to the Project or the Borrower which would have been expected to affect a Lender's decision to lend to the Borrower that has not been disclosed.

(b) It has delivered to the Facility Agent complete copies of those Project Agreements which, as of the date of this Agreement, have been entered into. C1b

(c) The financial projections in the Base Case Financial Model and the Estimated Total Project Costs were made or prepared in good faith, and the assumptions on the basis of which such projections were made were in its reasonable view (when made or prepared) and will be (as of the date of the Request for the Initial Drawdown) reasonable.

(d) There is no material fact relating to itself or the Project known to it (other than matters of a general economic nature and/or in the public domain) that has not been disclosed to the Facility Agent.

11.11 Nature of Business, etc.

It has no Subsidiaries, and has not engaged in any business other than the Plant, and is not a party to any material agreement other than the Transaction Documents to which it is a party and other agreements entered into in the ordinary course of business or in connection with the Transaction Documents.

11.12 Priority of Claims

The claims of the Secured Parties against it under the Financing Documents for actual indebtedness will rank at least *pari passu* with the claims for indebtedness of all its unsecured and unsubordinated creditors.

11.13 Ownership of Assets

It has the legal and beneficial ownership of all its assets.

11.14 Indebtedness

It has no debt, except Permitted Indebtedness.

11.15 Governing law and enforcement

The choice of Thai law as the governing law of the Financing Documents will be recognised and enforced in Myanmar.

11.16 Repetition

The representations and warranties set out above (other than Section 11.10(a) and (c) which are made only as of the date of this Agreement) (the "**Repeating Representations**") shall be deemed repeated by it, updated by reference to the circumstances then subsisting, on the date of each Request, each Utilization Date, each Drawdown Date and the first day of each Interest Period. CTW

SECTION 12 AFFIRMATIVE COVENANTS

Until the Termination Date, the Borrower shall, unless waived or otherwise consented to by the Required Lenders, comply at all times from and after the date hereof with the following covenants:

12.1 <u>Information Covenants and Financial Ratios</u>

Except as otherwise specified herein or in the other Financing Documents, the Borrower shall deliver to the Facility Agent:

(a) <u>Unaudited Financial Statements</u>: as soon as available and in any event within sixty (60) days after the end of each of the first three Quarterly Periods, and within ninety (90) days after the end of the fourth Quarterly Period of each fiscal year of the Borrower, its unaudited but reviewed financial statements for such period, in sufficient copies for all the Lenders;

(b) <u>Audited Financial Statements</u>: (i) as soon as available and in any event within one hundred and fifty (150) days after the end of each fiscal year, its audited financial statements for such fiscal year prepared for submission to the revenue authority of the Myanmar and (ii) as soon as available and in any event within ninety (90) days after June 30 of each year, its audited semi-annual financial statements for such period, in sufficient copies for all the Lenders;

(c) <u>Certificate</u>: concurrently with the financial statements delivered pursuant to subsections (a) and/or (b) above, a certificate of its Authorized Director or Authorized Person certifying on its behalf that such financial statements fairly present the financial condition and results of its operations as of the dates and for the periods indicated;

(d) <u>Notification of Default</u>: promptly after it obtains actual knowledge that any Default has occurred and is continuing, notice of such Default, describing the same in reasonable detail and what action it has taken, or intends to take, to cure such Default;

(e) <u>Information Requested</u>: from time to time (and taking into account any confidentiality obligations), such other material information regarding its business or financial condition and any other Obligors (other than the Purchaser, the EPC Contractors, the OMA Contractor and the Lessor who is not AVA Capital Trading Limited) (only in so far as it relates to such other Obligor's obligations under the Transaction Documents), as the Facility Agent may request;

(f) <u>Financial Ratios</u>: concurrently with the financial statements and reports delivered by the Borrower pursuant to subsection (b) above (beginning from the first complete twelve month period occurring after the COD), a certificate from the Borrower's Authorized Director or Authorized Person demonstrating (i) the Debt Service Coverage Ratio calculations for the twelve month period immediately preceding the date of such certificate and based on the financial

statements delivered; and (ii) the D/E Ratio calculated based on the financial statements delivered;

(g) Notice of Material Action: as soon as possible, and in any event no later than five (5) Business Days after the Borrower has obtained actual knowledge thereof, notice of each material administrative, regulatory or judicial action (i) by, against or affecting it, (ii) against or affecting any other Obligor in respect of the Project, or (iii) for the purpose of revoking, suspending, or withholding any Material Government Approval;

(h) Additional Project Agreements: drafts of any proposed additional Project Agreements to be entered into after the date hereof in respect of the Project and which are not currently listed in Schedule G;

(i) Other Notice Requirements: promptly upon its knowledge thereof, notice of:

(i) any notice or decision by any Government Authority (A) to compulsorily acquire the Project or any of the Collateral or all or a substantial part of its business or assets, or (B) effecting any change in laws specifically applicable to electricity generating plants in Myanmar;

(ii) any dispute between it and any Government Authority in respect of the Project or any party to a Project Agreement in respect of any term of a Project Agreement;

(iii) any notice of Force Majeure issued by the Purchaser or the Borrower under the PPA and any notice of force majeure given or received by it under any Project Agreement;

(iv) each adjustment to the electricity charge under the PPA which is determined by the Purchaser and the Borrower to be necessary pursuant to any of the change in law provisions of the PPA;

(v) detail of each capital expenditure permitted under Section 13.3; or

(vi) amended affidavits evidencing each change of director or directors with signing authority, change in registered address of head office or branch office, and similar changes in company registration documents.

In the case of any document required to be furnished in this Section 12.1 or otherwise, the original of which is in a language other than English or Thai, it shall be deemed to have fulfill its obligations under this Section by furnishing a copy of such original document together with English or Thai translation.

12.2 Construction of the Project

(a) It agrees to take all steps: (i) to procure that the Project is located on the acceptable land with no flood and good solar irradiation, as confirmed by LTA, (ii) to procure the completion of the construction, commissioning and to achieve the Provisional Acceptance Date, (iii) to exercise its contractual rights under the EPC Contract to require that the Project be completed according to the EPC Contract, and (iv) to provide all land and rights-of-way as and when necessary to complete the Project in accordance with the Project Agreements.

(b) It shall obtain (to the extent permissible and obtainable under Applicable Law) all licenses, patents and agreements with respect to the usage of technology that are material to and necessary for the ownership, operation or maintenance of the Project.

(c) Until the Project Completion Date, it will deliver to the Facility Agent, in any event within thirty (30) days after each Quarterly Date, information on the progress of construction of the Project as the Facility Agent may request, including (i) copies of monthly reports submitted under the EPC Contracts; and (ii) a report on status of amendments to the Project Agreements and all Material Government Approvals to the extent permitted under this Agreement.

12.3 Maintenance of Existence, Properties, Books and Records, etc.

(a) It shall preserve and maintain its legal existence as a company engaged only in activities related to the construction, operation and maintenance of the Project.

(b) It shall keep its books and accounts at its registered office or such other location as may be notified to the Facility Agent from time to time.

(c) It shall establish and maintain adequate management information and cost control systems, and maintain proper books and records in accordance with MAS and IFRS.

(d) The Borrower's auditor shall at all times be Ernst & Young, Price WaterhouseCoopers, KPMG, Deloitte Touche Tohmatsu or other accounting firm acceptable to the Lenders.

12.4 Compliance with Laws

It shall take all steps required of it under Applicable Law to obtain, effect and comply with the terms of all Government Approvals which are required under the laws of Myanmar and/or are necessary to be maintained in full force and effect (a) to enable it to lawfully enter into, exercise its rights under, and perform the obligations expressed to be assumed by it in the Transaction Documents to which it is a party and to carry out the Project, (b) to ensure that the obligations expressed to be assumed by it in the Transaction Documents to which it is a party are legal, valid and binding, and (c) to make the Transaction Documents admissible in evidence in Thailand (in each case save for the translation of the Transaction Documents into the Thai language). CIw

12.5 Insurances

(a) It shall maintain or cause to be maintained (i) such insurance policies and insurance contracts covering its present and future properties and business as are described in Insurance Program, and (ii) such further insurances as would reasonably be required to ensure that its interests in the Project are protected if and to the extent that there occurs any change in law, market practice or circumstances generally which, in each case, would cause the insurances described in Insurance Program to be materially inconsistent with insurances generally carried by companies engaged in similar businesses in Myanmar and owning similar properties in the same general area and financed in a similar manner.

(b) It shall, or shall require the counterparties to the Project Agreements to obtain and maintain the insurance as required by and in accordance with the terms of the relevant Project Agreements.

(c) It shall obtain and maintain the Political Risk Insurance with insurer acceptable to the Lenders during the period from the Initial Drawdown Date until the Termination Date. Such insurance shall cover (i) transfer restriction or inconvertibility, (ii) expropriation, (iii) war and civil disturbance and (iv) breach of contract and the insured amount shall not be lower than the Tranche A Advances and interest thereon. Such insurance shall be assigned and endorsed in favor of the Secured Parties.

(d) It shall obtain and maintain the insurances on the solar panels for the Project with an insurer acceptable to the Lenders during the period from the Initial Drawdown Date until the Termination Date.

12.6 Taxes

It shall pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on any of its properties and all taxes, assessments and governmental charges or levies that it has agreed to pay pursuant to any Transaction Document and all lawful claims relating thereto prior to the date on which penalties attach thereto, and shall timely file all returns relating thereto, except to the extent that any such tax, assessment, governmental charge, levy or claim is subject to a Contest.

12.7 Project Operation and Maintenance

It shall (or through the OMA Contractor):

(a) operate and maintain the Project and all ancillary facilities in accordance with Prudent Utility Practices; and

(b) except as provided in the Insurance Program, restore, replace or rebuild the Project, or any part thereof now or hereafter damaged or destroyed by any casualty, except any such property that it determines in good faith with the approval of the Required Lenders not to be necessary for the conduct of its business or for the operation of the Project.

12.8 Maintenance of Title and Liens

(a) It shall preserve and maintain good and valid title to the Project and all other assets relating to the Project, free and clear of any Liens other than Permitted Liens.

(b) It shall take all steps required under Applicable Law to maintain the Liens created by the Security Documents. It shall from time to time execute or cause to be executed any and all further instruments as may be reasonably required by the Security Agent in order to maintain the Liens created by the Security Documents.

12.9 Performance of Transaction Documents

(a) it shall perform and observe in all respects all of its material obligations contained in each of the Transaction Documents to which it is a party, and shall not take any action to cancel or terminate a Transaction Document without the consent of the Required Lenders.

(b) It shall provide the Facility Agent with reasonable notice of each amendment, modification, or waiver in respect of any material provision contained in each Transaction Document proposed to be made by it, and any actual or proposed termination, rescission, discharge (otherwise than by performance) by it of a Transaction Document to which it is a party.

12.10 Operating Budget

(a) At least forty-five (45) days prior to the first Annual Period, it shall submit proposed Operating Budget of Actual Operating Costs projected to be incurred, including fees and costs under the OMA for the first Annual Period (with breakdown on a monthly basis) to the Facility Agent. Upon prior approval of the Required Lenders, it shall then adopt the Operating Budget for the first Annual Period. Such budget shall be prepared in accordance with Prudent Utility Practices,

Upon the approval of the Required Lenders, such operating budget for the first Annual Period shall be called the "**Base Case Operating Budget**".

The Base Case Operating Budget of the Borrower may be revised from time to time prior to COD upon request of the Borrower and with prior written approval of the Required Lenders.

(b) It shall similarly adopt a budget (with breakdown on a monthly basis) of Actual Operating Costs with a contingency amount of not exceeding five percent (5%) for the same agreed line item (each, an "**Operating Budget**") for such ensuing Annual Period, prepared in accordance with Prudent Utility Practices. Copies of the proposed Operating Budget for each Annual Period shall be furnished to the Facility Agent at least forty-five (45) days before the Annual Period to which that Operating Budget relates. No Operating Budget CTW

shall be adopted by it without the prior approval of the Required Lenders (if relating to a technical matter and the Required Lenders in their discretion consider necessary, after consultation with the LTA), ***provided that:***

(i) if a line item contained in the proposed new Operating Budget has not increased by more than five percent (5%) from the amount for the same agreed line item in the Operating Budget of the previous Annual Period, it shall be deemed that the Required Lenders have given their approval for such line item amount in the proposed new Operating Budget; and

(ii) if a line item amount contained in the proposed new Operating Budget exceeds the amount for the same agreed line item in the Operating Budget of the previous Annual Period by more than five percent (5%), it shall be permitted to make payments for such line item up to an amount equal to one hundred and five percent (105%) of the amount for the same agreed line item in the Operating Budget of the previous Annual Period (the "**O.B. Threshold**") but shall seek the approval of the Required Lenders for expenditures over the O.B. Threshold.

Copies of each Operating Budget shall be furnished to the Facility Agent promptly upon the adoption thereof.

If for any reason it fails to propose a new Operating Budget prior to the beginning of any Annual Period, the adopted Operating Budget for the preceding financial year shall, until the adoption of a new Operating Budget, be deemed to be in force and to be effective as the Operating Budget for such Annual Period.

(c) It may at any time and from time to time, propose an amended Operating Budget for the remainder of the then current or next succeeding Annual Period and, when approved and adopted as provided above, such amended Operating Budget shall be deemed to be and shall be effective as the Operating Budget for such Annual Period. Copies of the amended Operating Budget shall be furnished to the Facility Agent promptly after adoption thereof.

(d) Subject to Section 12.10(b)(ii), it shall cause the amounts provided in each Operating Budget for each item and classification of Actual Operating Costs for each month of the applicable Annual Period not to exceed the amounts therefor set forth in the Operating Budget. It shall promptly notify the Facility Agent of any expenditure which will cause the aggregate amount in an Operating Budget to be exceeded.

(e) The Base Case Operating Budgets shall be reviewed by LTA and the Operating Budgets shall be reviewed by LTA if the Required Lenders in their discretion consider necessary. CJW

12.11 <u>Agreed Capital Expenditure</u>

(a) At least forty-five (45) days prior to the first Annual Period, it shall submit proposed Capex Budget of capital expenditure projected to be incurred for the first Annual Period (with breakdown on a monthly basis) to the Facility Agent. Upon prior approval of the Required Lenders, it shall then adopt the Capex Budget for the first Annual Period. Such budget shall be prepared in accordance with Prudent Utility Practices.

Upon the approval of the Required Lenders, such operating budget for the first Annual Period shall be called the "**Base Case Capex Budget**".

The Base Case Capex Budget may be revised from time to time prior to COD upon request of the Borrower and with prior written approval of the Required Lenders.

(b) It shall similarly adopt a budget (with breakdown on a monthly basis) of capital expenditure with a contingency amount of not exceeding five percent (5%) for the same agreed line item (each, a "**Capex Budget**") for each ensuing Annual Period prepared in accordance with Prudent Utility Practices. Copies of the proposed Capex Budget for each Annual Period shall be furnished to the Facility Agent at least forty-five (45) days before the Annual Period to which that Capex Budget relates. No Capex Budget shall be adopted by it without the prior approval of the Required Lenders (if relating to a technical matter and the Required Lenders in their discretion consider necessary, after consultation with the LTA), ***provided that***

(i) if a line item contained in the proposed new Capex Budget has not increased by more than five percent (5%) from the amount for the same agreed line item in the Capex Budget of the previous Annual Period, it shall be deemed that the Required Lenders have given their approval for such line item amount in the proposed new Capex Budget; and

(ii) if a line item amount contained in the proposed new Capex Budget exceeds the amount for the same agreed line item in the Capex Budget of the previous Annual Period by more than five percent (5%), it shall be permitted to make payments for such line item up to an amount equal to 105% of the amount of the same line item in the Capex Budget of the previous Annual Period (the "**Capex Threshold**") but shall seek the approval of the Required Lenders for expenditures over the Capex Threshold.

Copies of each Capex Budget shall be furnished to the Facility Agent promptly upon the adoption thereof.

If for any reason the Borrower fails to propose a new Capex Budget prior to the beginning of any Annual Period, the adopted Capex Budget for the preceding financial year shall, until the adoption of a new Capex Budget, be deemed to be in force and to be effective as the Capex Budget for such Annual Period.

(c) It may at any time and from time to time, propose an amended Capex Budget for the remainder of the then current or next succeeding Annual Period and, when approved and adopted as provided above, such amended Capex Budget shall be deemed to be and shall be effective as the Capex Budget for such Annual Period. Copies of the amended Capex Budget shall be furnished to the Facility Agent promptly after adoption thereof.

(d) Subject to Section 12.11(b)(ii), it shall cause the amounts provided in each Capex Budget for each month of the applicable Annual Period not to exceed the amounts therefor set forth in the Capex Budget. It shall promptly notify the Facility Agent of any expenditure which will cause the aggregate amount in a Capex Budget to be exceeded.

12.12 <u>Operating Statements</u>

(a) Commencing from the COD, it shall furnish to the Facility Agent quarterly, not more than forty-five (45) days after the end of each quarter, and annually, not more than ninety (90) days after the close of each Annual Period, an operating statement of the Project for the Quarterly Period or Annual Period then ended consistent with customary industry practice and in form satisfactory to the Required Lenders. The periodic reports delivered to it by the OMA Contractor shall be included with such operating statements.

(b) Such operating statements shall correspond to the classifications and monthly periods of the then current Operating Budget, and shall include a statement of (i) sources and uses of funds, (ii) daily solar irradiation compared with actual output of the Project, (iii) all the significant details regarding the Project's operative readiness (availability factors) (iv) tariff calculations under the PPA, (v) scheduled and unscheduled shutdowns of the Project (including the reasons therefor, the duration thereof and the spare parts used in connection therewith), (vi) to the extent the Actual Operating Costs reflected therein exceed the provision for such expenses for the Annual Period to date and for the Quarterly Period contained in the Operating Budget then in effect, the reason for such excess stated in reasonable detail, and (vii) the occurrence of events of Force Majeure with respect to the Project for the periods covered thereby, or other events that have materially adversely affected, or are likely to materially adversely affect, the operation of the relevant Project in the future.

(c) Such quarterly and annual operating statements shall be accompanied by copies of any reports received by it from any outside consultant identifying any matter that is of material adverse significance to the operation of the Project. C1W

12.13 Environmental Compliance

It covenants and agrees to comply in all material respects with all Environmental Laws applicable to its ownership or use of the Project.

12.14 LTA

It agrees to permit the LTA to conduct its work in relation to the Project according to such scope of work as the Required Lenders may request from time to time in accordance with the terms of the engagement of the LTA provided that such conduct of work shall not unreasonably interrupt or cause any delay in , the works or the normal operation of the Project, and to reimburse the fees and expenses of the LTA.

For clarification purpose, it will also engage LTA to act as technical advisor to the Lenders for the period after the COD until all Obligations have been paid in full.

12.15 Initial Public Offering by Green Earth Power (Thailand) Co. Ltd.

The Borrower shall ensure that Krung Thai Bank Public Company Limited and Export-Import Bank of Thailand as original Lenders and their subsidiaries shall have the first right of refusal in providing all financial advisory underwriting and arranging services related to the offering of infrastructure fund and initial public offering of shares by Green Earth Power (Thailand) Co. Ltd.

12.16 Inspection

It shall permit representatives of the Lenders and the LTA during business hours upon reasonable advance written notice (i) to visit and inspect its properties, (ii) to confer with its principal officers and engineers, and (iii) to examine its books and accounts (in each case, with respect to the Project), provided that such inspection shall not unreasonably interrupt or cause any delay in , the works or the normal operation of the Project, and they comply with all applicable safety and security procedures at the Project. Upon request by the Facility Agent, it agrees to authorize its auditors to discuss its financial condition with the Facility Agent or its representatives.

12.17 Site and Rights-of-Way

It agrees to take all steps available to it under Applicable Law to provide all land and easements required to construct and operate the Project in accordance with the PPA.

12.18 Hedging

It agrees to comply with the Hedging Policy in Schedule K.

12.19 Appraisal Report

It shall procure an appraisal report of building and machinery owned by the Borrower prepared by an appraisal firm agreed to by the Required Lenders. Such appraisal shall be performed within three (3) months from the COD and every three (3) years thereafter (or more frequently, in circumstances where such report is required in order for one or more Lenders to comply with the Bank of Thailand's regulations). It shall deliver the appraisal report directly to each Secured Party.

12.20 D/E Ratio

It shall ensure that its D/E Ratio does not exceed 65:35.

12.21 Debt Service Coverage Ratio

It shall ensure that beginning from the end of 2017, its Debt Service Coverage Ratio is not less than 1.10:1.

12.22 Shareholding

Unless prior written consent of the required Lenders is obtained, the Borrower shall ensure that:

(a) no Shareholder shall transfer any of its shares in the Borrower to any Person, and

(b) Noble Planet Pte. Ltd., Planet Energy Holding Pte. Ltd. and Vintage Engineering (Public) Company Limited shall at all times hold not less than one hundred percent (100%) of all shares in Green Earth Power (Thailand) Co., Ltd.

12.23 Registration of Transaction Documents in Myanmar

(a) Except as provided for in this Section 12.23 below, it shall ensure that the Myanmar law Security Documents are registered as required under Myanmar law in favor of the Secured Parties as a condition precedent for the Initial Drawdown Date.

(b) With respect only to the registration of the Mortgage of Leasehold Rights and Security Document relating to the Land Lease Agreements, if the registration of the Mortgage of Leasehold Rights and Security Document relating to the Land Lease Agreements with the Office of Registrar of Deeds of Myanmar or the Township Land Records of Myanmar (as applicable) is not possible before the Initial Drawdown Date, the Borrower shall deliver an available evidence of such impossibility of such registration which is acceptable to the Lenders (after consultation with Lenders' Myanmar legal counsel) as a condition precedent for the Initial Drawdown Date, provided that registration of the Mortgage of Leasehold Rights and Security Documents relating to the Land

Lease Agreements with DICA has been completed and the security created thereby is in full force and effect under Myanmar Law.

(c) Whenever the registration of the Mortgage of Leasehold Rights and Security Documents relating to the Land Lease Agreement with the Office of Registrar of Deeds of Myanmar or the Township Land Records Office of Myanmar (as applicable) becomes possible and achievable, the Borrower shall promptly register the Mortgage of Leasehold Rights and Security Documents relating to the Land Lease Agreement in favor of the Secured Parties with the Office of Registrar of Deeds of Myanmar or the Township Records Office of Myanmar (as applicable).

(d) With respect only to the Security Document in respect of the movable properties (including equipment) of the Project which are subject to security interest in favor of the EPC Contractors or the financier of the EPC Contractors, (i) as a conditions precedent for the Initial Drawdown, the Borrower shall provide available evidence acceptable to the Lenders that such Security Document is duly entered into in favor of the Secured Parties and the application for the registration thereof is duly filed with the competent officers, and (ii) the Borrower shall provide the evidence of the registration of such Security Document as required under Myanmar law acceptable to the Lenders (after consultation with Lenders' Myanmar legal counsel) within 60 days after the Initial Drawdown Date.

12.24 <u>COD</u>

It shall ensure that the COD shall be achieved no later than 31 July 2017 or later date extended under the PPA (with such extension has also been approved by the Required Lenders).

12.25 <u>Material Government Approvals</u>

It shall ensure that the Material Government Approvals indicated in Part B of Schedule 11.3 shall be acquired at the specific time.

12.27 <u>First Right of Refusal for Financing of Phase 2-4 Projects</u>

The Borrower shall give the Lenders the first right of refusal in providing financing for Phase 2-4 Projects.

12.28 <u>Funding of Reserve</u>

The Borrower shall deposit fund in one or more Accounts opened in the name of the Borrower at the time and in the amount to be stipulated in the Account Agreement as follows:

(a) as the Debt Service Reserve Requirement;

(b) as a reserve for payments of major maintenance costs (if required by the Lenders), and

(c) as a reserve for potential payment of stamp duties over this Agreement in Myanmar.

12.29 Change of the Purchaser under PPA

In the event that the Government Authority mandates to change the Purchaser from Myanma Electric Power Enterprise to Electrical Power Generation Enterprises either by way of assignment, novation or amendment of PPA, the Borrower shall immediately, at its own cost and expense, take all necessary action to achieve such requirement and shall promptly provide the Lenders with available evidence of such change of the Purchaser which is acceptable to the Lenders.

12.30 Consents and Agreement of the Purchaser

It shall use its best effort to deliver the Consent and Agreement of the Purchaser to the Security Agent as required pursuant to the Assignment of Project Agreements relating to PPA, provided that whether it uses it best effort shall be as the Lenders at their sole discretion consider after consultation with their Myanmar legal counsel.

12.31 Financial Statements

It shall deliver the Original Financial Statements to the Lenders as a condition precedent for the Initial Drawdown and it shall ensure that the Original Financial Statements shall be prepared in accordance with IFRS and are complete and correct and fairly present its financial condition at the date as of which they were prepared and the results of its operations during the period ending on such date, subject to the notes therein.

12.32 Stamp Duties

It shall ensure that all stamp duties applicable to the Financing Documents and the Project Agreements which are due and payable by the Borrower have been paid as condition precedent for the Initial Drawdown, provided that if (i) this Agreement is not brought into Myanmar, (ii) all Myanmar Security Documents are duly registered with the competent officer and (iii) all stamp duties applicable to all Myanmar Security Documents is duly paid, the stamp duties on this Agreement shall be paid on the earlier of (i) the date being 30 days after the date the original of this Agreement is brought into Myanmar and (ii) 31 December 2018.

SECTION 13 NEGATIVE COVENANTS

Until the Termination Date, the Borrower shall not take any of the following actions without the prior written consent of the Facility Agent acting on instructions of Required Lenders:

13.1 Merger and Acquisitions

It shall not merge into or consolidate with any other Person, or other than in investment in Phase 2-4 Projects, acquire all or any substantial part of the assets or shares of any other Person (or any partnership or joint venture interest therein) without prior written consent from the Required Lenders.

13.2 Disposal of Assets

It shall not sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not), the whole or any material part of its assets or revenues relating to the Project, except for (i) sales, leases, transfers or disposals pursuant to the Transaction Documents or, in respect of obsolete assets, on normal commercial terms and on an arm's length basis, (ii) in respect of assets in exchange for other assets comparable or superior as to type, value and quality, or (iii) sales of asset no longer used or useful in the Borrower's business in the ordinary course of the Borrower's business.

13.3 Capital Expenditures

Other than in investment in Phase 2-4 Projects, the Borrower shall not incur any capital expenditure other than Project Costs, Approved Capital Costs, Agreed Capital Expenditures, capital expenditures incurred in connection with the repair or replacement using the Insurance Proceeds in accordance with Insurance Program and capital expenditures incurred in emergency situation to prevent material damage to the Project or expenditures required in compliance with applicable laws.

13.4 Restricted Payments

it shall not declare or make any Restricted Payment, except from the balances from time to time available in the Account allowed pursuant to the terms and conditions set out under the Account Agreement.

13.5 Amendment of Project Agreements, etc.

It shall not (i) (a) amend any provision of PPA, except for under Section 12.29; (b) amend any material provision of any Project Agreement (other than PPA) to which it is a party; or (c) agree to any variation order under the EPC Contract that would delay the Project Completion Date or increase the contract price under the EPC Contract; or (ii) waive any right or condition under any Project Agreement that the Lenders may consider material. CTW

13.6 Debt

Subject to Section 13.10, from the date of this Agreement, it shall not directly or indirectly create, incur, assume or otherwise become or be liable with respect to any additional debt except for the Permitted Indebtedness.

13.7 Shutdowns

It shall not shut down the Project except if such shutdown is in accordance with Prudent Utility Practices or is caused by an event of force majeure.

13.8 Accounts

It shall not at any time maintain any bank accounts other than the Accounts described in the Account Agreement or otherwise as permitted under this Agreement and the Account Agreement.

13.9 Transaction with Affiliates

It shall not enter into or engage in any material transaction with an Affiliate other than (a) in ordinary course of business on terms or conditions at least as favorable to it as would be obtained in an arm's length transaction with a Person who is not its Affiliate or (b) a transaction contemplated by any of the Transaction Documents.

13.10 Loans, Guarantees, etc.

It shall not make any loan, grant any credit or give any guarantee or indemnity to or for the benefit of any Person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any other Person (other than (i) credit term granted to the Purchaser under the PPA and (ii) those required in connection with financing of Phase 2-4 Projects of which terms and conditions are acceptable to the Lenders).

13.11 Settlements

It shall not consent to any settlement, resolution or compromise of any litigation, arbitration or other dispute relating to the Transaction Documents to which it is a party if the amount of dispute exceeds USD 300,000 (or its equivalent in other currencies).

13.12 Reductions of Capital; Repayment of Subordinated Indebtedness

(a) It shall not reduce its registered capital until after all Outstandings have been paid or otherwise discharged in full.

(b) The Borrower shall not repay any Subordinated Indebtedness, except out of the relevant Account specified in the Account Agreement. CTLO

13.13 Amendment of Constitutional Documents

It shall not make any material amendment to its constitutional documents, except for (i) increases in registered capital as contemplated by the Financing Documents and (ii) change in the name of the Borrower as informed the Lenders prior to the date thereof.

13.14 Hedging Transactions

It shall not enter into any hedging transactions except for the Approved Hedging Transactions.

13.15 Other Business

Except for the Phase 2-4 Projects, it shall not engage in any business unrelated to the ownership, operation and maintenance of the Project.

13.16 Other Investments

It shall not make any investment, other than the Permitted Investments, the Phase 2-4 Project, and other investment expressly permitted by the Financing Documents.

13.17 Encumbrance

The Borrower shall not create or permit to subsist over all or any of the present or future assets or revenues any encumbrance other than

(a) those arising under the Security Documents;

(b) those arising by operation of law, provided that the same are discharged within a reasonable time after the obligations thereby secured becoming due;

(c) security over equipment supplied under the EPC Contracts in favor of the EPC Contractors (or the financier of the EPC Contractors) as required under the EPC Contracts);

(d) those required by Lender in connection with financing of Phase 2-4 Project; or

(e) any attachment which is a result of a court order or judgment which is not final, but is being contested in good faith. CTW

SECTION 14 EVENTS OF DEFAULT

14.1 Events of Default

The following events shall be Events of Default:

(a) Payment Default: The Borrower fails to make payment on the due date of (i) any amount of principal or interest payable pursuant to this Agreement or any other Financing Documents or (ii) any other amount payable to any Secured Parties by it hereunder or under any other Financing Document when due (whether at stated maturity or at mandatory or optional prepayment) or upon written demand by the Facility Agent. No Event of Default will occur if the failure to pay any amount of principal or interest hereunder is caused by a technical failure in the banking system and such failure to pay is remedied within three (3) Business Days of its due date.

(b) Default in Transaction Documents: Except for such failure is an Event of Default under Section 14.1(a), the Borrower fails duly and punctually to perform or comply with any of its material obligations under any of the Transaction Documents to which it is a party (and such failure is not a separate Event of Default under this Section 14.1) and, in respect of any such failure which is capable of remedy, does not remedy such failure within 30 days from the date of such failure.

(c) Incorrect Representation: Any representation or warranty made under any provision of the Financing Documents or any certificate or other document delivered pursuant to the terms of the Financing Documents proves to have been in the opinion of Required Lenders, materially incorrect or misleading as of the date when made or delivered, and if in the sole opinion of the Required Lenders, such incorrectness or misleading is being capable of remedy, is not corrected within 30 days from the date such incorrectness or misleading has occurred.

(d) Acts of Insolvency: Any Obligor (other than the Purchaser, each EPC Contractor, the OMA Contractor and the Lessor who is not AVA Capital Trading Limited) shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver or liquidator of itself or of all or a substantial part of its property, (ii) have a petition filed against it in an involuntary bankruptcy proceeding, (iii) admit in writing its inability to pay its debts as such debts become due, (iv) make a general assignment for the benefit of its creditors, (v) commence a voluntary bankruptcy proceeding, or (vi) file a petition seeking to take advantage of any other law relating to bankruptcy, reorganization or dissolution. CTW

(e) Government Approvals: (A) Any Material Government Approval shall be revoked, suspended, or withheld or shall cease to be in full force and effect; and such failure, revocation, suspension, withholding, or cessation is not remedied within a period of sixty (60) days; or (B) any proceeding shall be commenced by any Government Authority for the purpose of so revoking, suspending, or withholding any Material Government Approval and is not dismissed within sixty (60) days (or such longer period as the Required Lenders may agree).

(f) Adverse Judgment: A final court judgments for the payment of money shall be rendered against the Borrower and the same shall remain unstayed and unsatisfied for a period of 30 days.

(g) Invalidity: Any material provision of a Transaction Document is or becomes for any reason invalid, illegal or unenforceable or the validity, legality or enforceability of any such document is contested by the Borrower.

(h) Cross Default: The Borrower defaults in the payment when due, by acceleration or otherwise, of any of its debt (other than as specified in Section 14.1(a) above or 14.1(t) below) having an aggregate principal amount outstanding in excess of USD 300,000 or the equivalent thereof in another currency which after the expiration of any applicable grace period causes such debt to become due prior to its stated maturity and is unremedied by payment, waiver, replacement, guarantee, or otherwise, unless such failure to make payment is being Contested by the Borrower.

(i) PPA: the Purchaser issues a notice notifying that an Event of Default (as defined in the PPA) has occurred under the PPA.

(j) Project Agreements: (i) PPA and/or the Land Lease Agreements terminate or cease to be in full force and effect in any material respect (except by full performance and discharge of all obligations or by expiry by its terms) or (ii) a Project Agreement (other than PPA, MOA and the Land Lease Agreements), which is replaceable, terminates or ceases to be in full force and effect (except by full performance and discharge of all obligations or by expiry by its terms) and the Borrower fails to enter into a replacement agreement on terms acceptable to the Required Lenders within 60 days of such event.

(k) Security: Any of the Security Documents which has been executed for any reason fails to constitute the valid Lien purported to be created by the Security Document, or ceases to be in full force and effect or the Borrower so asserts.

(l) Default by Obligor: Any Obligor who is a party to a Project Agreement shall have committed a material default thereunder, and such default is not waived or remedied within sixty (60) days.

(m) Abandonment: The Borrower ceases or threatens to cease to carry on any part of its business.

(n) Taking: All or a substantial part of any Project becomes subject to a Taking. ețiw

(o) Total Loss: An event of Total Loss occurs which is not adequately covered by Insurance to fund restoration of any Project.

(p) Share Ownership: A Shareholder changes, transfers or create encumbrance over its share ownership over the Borrower's shares without prior written consent of the Required Lenders.

(q) Purchaser Default: the Purchaser defaults in its payment obligations which is due and payable under the PPA and such default is not remedied within 45 days after the date of such default.

(r) Environmental Claim: Any administrative, regulatory or judicial action under any Environmental Law shall have been instituted against the Borrower which may, in the opinion of the Required Lenders, have a Material Adverse Effect and which is not dismissed within sixty (60) days.

(s) Material Adverse Effect: Any event(s) occur(s) or circumstances arise which the Lender determines has given rise to a Material Adverse Effect

(t) Default in Financing of Phase 2-4 Projects: The Borrower defaults in the payment when due, by acceleration or otherwise, of any of its debt relating the financing of Phase 2-4 Projects.

14.2 Remedies

Upon the occurrence of an Event of Default and at any time thereafter during the continuance of such Event of Default, the Facility Agent shall notify the Borrower by written notice that an Event of Default (**"Notice of Default"**) has occurred, and, if requested to do so by the Required Lenders at the same time or different times, take one or more of the following actions:

(a) declare the unpaid principal amount and accrued interest under the Obligations and all other amounts payable by the Borrower hereunder and under the other Financing Documents to be forthwith due and payable;

(b) terminate all outstanding Commitments; and

(c) instruct the Security agent to exercise any and all rights of the Lenders with respect to the Collateral or other security under the Financing Documents or Applicable Law, including enforcement of all or part of the Collateral constituted thereunder, *provided that,* the requirement to declare the Event of Default shall not apply with respect to bankruptcy and other insolvency events of the Borrower as referred to in Section 14.1 (d) (Acts of Insolvency).

Contemporaneously with the exercise of any action taken under (a), (b) and/or (c) above, the Facility Agent shall send a written notice to the Borrower in respect of the same, except in the event where any event specified under Section 14.1(d) above has occurred, the acceleration specified in clause (a) above shall be deemed automatically to have been made without notice to the Borrower. CTW

SECTION 15. APPLICATION OF PROCEEDS

Except as otherwise expressly provided herein, following the issuance of a Notice of Default and the acceleration of the maturity date of the Obligations (whether automatically, by declaration or otherwise), (i) the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant to administration of the Security Documents, (ii) any other cash at the time of such collection, sale or other realization held by the Security Agent under the Security Documents or this Section 15 and (iii) any set-off amount by the Security Agent and the Secured Parties, shall be deposited in the Suspense Account and shall be applied by the Security Agent in the following order of priority:

(1) first, to the payment of (A) all costs and expenses relating to the sale of the Collateral and the collection of all amounts owing hereunder, including fees and disbursements of attorneys and other advisors for services rendered in connection therewith or in connection with any proceeding to sell if a sale is not completed, and (B) all charges, expenses and advances incurred or made by the Secured Parties (together with interest at the rate set out in Section 6.6 of this Agreement) (i) in order to protect the liens of the Security Documents or the security afforded thereby, (ii) for the care, safekeeping, protection or otherwise of any or all of the Collateral, or (iii) in any way relating to the rights, powers or remedies of the Secured Parties hereunder;

(2) second, to the payment in full of the interest and fees due under the Financing Documents;

(3) third, to the payment in full of the outstanding principal under this Agreement and, in respect of a Lender that has entered into a Approved Hedging Agreement with the Borrower, the net termination sum (if any) due to that Lender on the early termination date as calculated pursuant to such Approved Hedging Agreement;

(4) fourth, to the payment in full of any increased costs and any prepayment fee due under any Financing Document;

(5) fifth, to the payment of all other Obligations owed to the Secured Parties hereunder and under any other Financing Documents; and

(6) finally, to the payment to the Borrower or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 15, "proceeds" of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of Collateral, including any thereof received under any reorganization, liquidation or adjustment of debts of the Borrower or any issuer of the Collateral. C1w

SECTION 16 MARKET DISRUPTION

16.1 Market disruption

If:

(a) LIBOR is to be determined by the Facility Agent but the Facility Agent is unable to fix a rate due to disruptions in the banking system or other reasons, or

(b) the Facility Agent receives notification from a Lender that the cost of fund of that Lender is not adequately covered by LIBOR and such Lender has delivered to the Borrower an official letter confirming that the cost of fund of that Lender is not adequately covered by LIBOR, provided that that Lender shall not be required to disclose any information which such Lender considers to be confidential

(each event is herein after referred to as "**market disruption event**"), then the provisions of Section 16.2 shall apply.

16.2 Alternative basis of interest

If a market disruption event occurs and the concerned Lender, the Facility Agent or the Borrower so requires, they shall enter into negotiations in good faith (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest. During a period after occurrence of such event until the date a substituted basis is agreed the Borrower shall pay the concerned Lender, on the last day of each Interest Period, interest on the Tranche A Advances at the rate per annum which is the sum of (i) the rate notified to the Facility Agent by that Lender as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to that Lender of funding its participation in the Tranche A Advances from whatever source it may reasonably select and (ii) four point five (4.5) per cent.. Any alternative basis agreed shall be binding on the parties. If a substitute basis cannot be agreed, the Borrower may, by giving not less than thirty (30) days' prior irrevocable notice to the Facility Agent, prepay all or a portion of the Tranche A Advances without any premium, costs or prepayment fee.

SECTION 17 TAXES, INCREASED COSTS, ILLEGALITY, EXPENSES AND INDEMNIFICATION

17.1 Taxes

(a) All amounts payable by the Borrower to the Secured Parties under the Financing Documents will be made free and clear of any deduction or withholding on account of taxes (except taxes on overall profits). If the Borrower is required to make a payment subject to deduction or withholding of tax, the sum payable shall be increased to the extent necessary so that the Secured Parties receive the amount required as if there were no deduction or

withholding. In case any Lender sells down its loan portion under this Agreement, the Borrower will not be responsible for any increase of the withheld amount of tax due to change of the Lender.

(b) The Borrower shall pay all stamp and other similar duties and taxes, which it is required by Applicable Law to pay in relation to the Financing Documents and all registration, recording and similar fees related to the Financing Documents, and all fees and charges related to establishing and maintaining the Accounts. In case any Lender sell down its loan portion under this Agreement, the Borrower will not be responsible for any increase of the gross-up amount due to change of the Lender.

(c) If any deduction or withholding from any payment for or on account of any taxes or any other purpose is required by applicable law then the Borrower shall promptly pay the equivalent amount of such required deduction or withholding directly to the appropriate Government Agency of Myanmar without reduction of the required payment under the Financing Documents to the Lender.

(d) Within thirty days of making any payment required in connection with such deduction or withholding to the appropriate Government Agency of Myanmar, the Borrower shall deliver to the Lender evidence reasonably satisfactory to the Lender that any appropriate payment has been paid to the relevant taxing authority

17.2 <u>FATCA Information</u>

(a) Subject to paragraph (c) below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party;

(B) in the process of becoming a FATCA Exempt Party; or

(C) not a FATCA Exempt Party; and

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA (including its applicable "passthru payment percentage" or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA.

(b) If a Party confirms to another Party pursuant to clause 17.2(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly. If a Party confirms to another Party pursuant to clause 17.2 (a)(i)(B) above that it is in the process of becoming a FATCA Exempt Party and it subsequently becomes a FATCA Exempt Party (or determines that it is unable to become or ends the process of becoming, a FATCA Exempt Party), that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Secured Party to do anything which would or might, in its reasonable opinion, constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm its status or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for the avoidance of doubt, where paragraph (c) above applies), then:

(i) if that Party failed to confirm whether it is (and/or remains) a FATCA Exempt Party then such Party shall be treated for the purposes of the Finance Documents as if it is not a FATCA Exempt Party; and

(ii) if that Party failed to confirm its applicable "passthru payment percentage" then such Party shall be treated for the purposes of the Finance Documents (and payments made thereunder) as if its applicable "passthru payment percentage" is one hundred per cent. (100%),

until (in each case) such time as the Party in question provides the requested confirmation, forms, documentation or other information.

17.3 <u>FATCA Deduction and gross-up by the Borrower</u>

(a) If the Borrower is required to make a FATCA Deduction, the Borrower shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by FATCA.

(b) If a FATCA Deduction is required to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required. C1L6

(c) The Borrower shall promptly upon becoming aware that a Shareholder must make a FATCA Deduction (or that there is any change in the rate or the basis of a FATCA Deduction) notify the Facility Agent accordingly. Similarly, a Secured Party shall notify the Facility Agent on becoming so aware in respect of a payment payable to that Secured Party. If the Facility Agent receives such notification from a Secured Party it shall notify the Borrower and the Borrower.

(d) Within thirty days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Borrower making that FATCA Deduction or payment shall deliver to the Facility Agent for the Secured Party evidence reasonably satisfactory to that Secured Party that the FATCA Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant governmental or taxation authority.

17.4 <u>FATCA Deduction by a Secured Party</u>

(a) Each Secured Party may make any FATCA Deduction it is required by FATCA to make, and any payment required in connection with that FATCA Deduction, and no Secured Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction. A Secured Party which becomes aware that it must make a FATCA Deduction in respect of a payment to another Party (or that there is any change in the rate or basis of such FATCA Deduction) shall notify that Party and the Facility Agent.

(b) The Borrower shall (within three (3) Business Days of demand by the Facility Agent) pay to a Secured party an amount equal to the loss, liability or cost which that Secured Party determines will be or has been (directly or indirectly) suffered by that Secured Party as a result of another Secured Party making a FATCA Deduction in respect of a payment due under a Financing Document.

(c) A Secured Party making, or intending to make, a claim under paragraph (b) above shall promptly notify the Facility Agent of the FATCA Deduction which will give, or has given, rise to the claim, following which the Facility Agent shall notify the Borrower.

(d) A Secured Party must, on receiving a payment from the Borrower under this Section, notify the Facility Agent.

17.5 <u>Illegality</u>

Subject to Section 17.7, if any change in Applicable Law or its official interpretation or application thereof by or from any Government Authority makes it unlawful for any Lender to make, fund or maintain all or any part of its Outstandings or Commitment or to continue to give effect to any of its obligations hereunder or thereunder, such Lender shall notify the Borrower, and thereupon such Lender's CTLO

obligation to make, fund or maintain the Outstandings or Commitment or any part thereof that shall have been affected by such unlawfulness shall terminate, and on the immediately following Repayment Date or such earlier date as the affected Lender may certify as being required by the relevant Applicable Law,

(a) if such unlawfulness relates to the Tranche A Advances, the Borrower shall prepay the affected portion of such Tranche a Advances, together with interest accrued thereon, and/or

(b) if such unlawfulness relates to Tranche B, the Lender shall be entitled to terminate the relevant interest rate swap contract(s), and/or

(c) if such unlawfulness relates to the availability of the Commitments, the Borrower shall cancel/reduce the availability of the Commitments, as required.

The Borrower shall not be required to pay any premium, prepayment fee or penalty in connection with this Section 17.5.

17.6 Increased Costs

If a Lender incurs an increase in the cost of providing, funding or maintaining the Outstandings or any part thereof by virtue of any change in Applicable Law or in the interpretation or application thereof which occurs after the date of this Agreement, by or from the Government Authority regulating the banking market to which the Outstandings or the relevant Lender(s) are/is subject (and excluding any matters (i) existing on or prior to the date of the Financing Documents as a matter of law in Thailand and/or Myanmar and (ii) in respect of taxes on the overall income or profit of the relevant Lender including specific business taxes or as specifically otherwise set forth in the Financing Documents), the Borrower shall, within seven (7) days after the date of such written notice given by the relevant Lender, be liable to such Lender to compensate it for such increased cost or, in lieu thereof, the Borrower may, on a Repayment Date (or, by giving the Facility Agent at least thirty (30) days' prior written notice, on any other date), prepay all or part of the affected Tranche A Advances or reduce to zero all of the affected Outstandings together with interest accrued thereon, and any other sum due and payable in relation to the affected portion of the Outstandings, without premium, costs, prepayment fee or penalty in respect thereof.

17.7 Expenses

(a) The Borrower shall pay or reimburse the Secured Parties promptly upon demand for (i) all out-of-pocket costs and expenses and (ii) the fees and disbursements accrued by the LTA and counsel to the Secured Parties in connection with the preparation, negotiation, execution and delivery of this Agreement, the other Financing Documents, and the transactions and other documents contemplated hereby and thereby (other than costs and expenses incurred in connection with the assignment by a Lender pursuant to Section 19.12(c). ៗ၆

(b) Whether or not the transactions contemplated hereby are consummated, the Borrower shall pay promptly upon demand therefor all costs and expenses (including fees of the LTA and the counsel to the Secured Parties) incurred by the Secured Parties in connection with those matters.

(c) The Borrower shall also pay promptly upon demand therefor all such costs and expenses incurred by the Secured Parties in connection with any amendments, waivers or consents required by the Borrower under or in respect of this Agreement or any other Financing Document (whether or not such amendment, waiver or consent becomes effective), and (i) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or any other Financing Document or in responding to any summons or other legal process or informal investigative demand issued in connection with this Agreement or any other Financing Document, or by reason of being the Secured Parties, (ii) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Borrower or in connection with any work-out or restructuring of the transactions contemplated hereby and by any other Financing Document, and (iii) the fees and expenses of the LTA incurred from time to time in connection with the review of any proposed construction or Operating Budget or any other duties specified herein.

(d) The Borrower shall pay all present and future stamp and other like duties and related taxes and all registration, recording and like fees in Thailand and Myanmar, relating to the Financing Documents, or any other document or instrument related thereto under Section 17.1.

(e) Any amount set out in this Section 17.7 for which the Borrower must pay or reimburse the Facility Agent, if not made on the due date therefor, shall accrue interest at the Default Interest Rate (as determined in accordance with Section 6.6) from that date until the date payment or reimbursement is made, and such interest shall be added to the amount to be paid or reimbursed.

17.8 <u>Indemnification</u>

(a) Whether or not the transactions contemplated herein and in the other Financing Documents are consummated, the Borrower agrees to indemnify each of the other Parties (including, as applicable, such Parties in their agency capacities) and each of the Lenders and permitted assigns (each an "<u>Indemnitee</u>") for, and hold each of them harmless (on demand) against and from any and all losses, liabilities, claims and damages, (including, without limitation, the related reasonable fees and expenses of counsel) of any kind or nature whatsoever that may at any time be incurred by any Indemnitee (hereinafter, the "<u>Indemnification Amount</u>") directly or indirectly arising out of, by reason of or relating to, (i) any of the transactions contemplated hereby or the execution, delivery or performance of any Financing Document, any act or omission of the Borrower in respect thereof, breach by the Borrower of any representation, warranty or covenant set forth herein or in any other Financing Document, or any actual use by the Borrower of the proceeds of any of the extensions of credit under any Financing Document which is contrary to the

purposes stated by the Borrower for such credit extension, (ii) the exercise by any Indemnitee of its rights and remedies (including, without limitation, enforcement of Security) under any Financing Document. (iii) any violation of, or compliance or noncompliance with, any Environmental Law or any other Applicable Laws relating to or arising out of the operation of the Borrower's business, (iv) the storage, handling or release of any Hazardous Materials from the Project, (v) any Environmental Claim relating to or arising from (A) the Project (including the ownership, construction or operation thereof), the Sites, or any properties adjacent thereto, or (B) any action or inaction of the Borrower.

(b) The Borrower's liability under Section 17.8(a) shall not include losses, liabilities, expenses, claims and damages resulting from an Indemnitee's gross negligence or willful misconduct.

(c) The Borrower's liability in each case includes (but is not limited to) actual cost, loss or expense (but not loss of profit or indirect or consequential loss) on account of funds borrowed, contracted for or utilized to fund any amount payable under any Financing Document, or any amount repaid or prepaid or any Outstandings. The Borrower's liability to indemnify a Lender in respect of any of the above shall be calculated so that the Borrower is not obligated to compensate that Lender in respect of a particular cost, loss or expense otherwise compensated hereunder.

17.9 Right of Prepayment and Cancellation in relation to a Single Lender

(a) If any Lender claims indemnification from the Borrower under Section 17.6 (Increased Cost) or any Lender changes interest rate under Section 16.1 (b) (Market Disruption), the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Facility Agent notice of its intention to replace that Lender in accordance with paragraph (b) below.

(b) Without prejudice to the other provisions under this Agreement, the Borrower may, in the circumstances set out in paragraph (a) above, on (30) days' prior written notice to the Facility Agent and that Lender, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Section 19.12 all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank or financial institution selected by the Borrower which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Section 19.12 for a purchase price in cash or other cash payment payable at the time of the transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Tranche A Advances and all accrued interest, Break Costs and other amounts payable in relation thereto under the Financing Documents.

(c) The replacement of a Lender pursuant to paragraph (b) above shall be subject to the following conditions: C1Lo

(i) the Borrower shall have no right to replace the Facility Agent;

(ii) neither the Facility Agent nor any Lender shall have any obligation to find a replacement Lender;

(iii) in no event shall the Lender replaced under paragraph (b) above be required to pay or surrender any of the fees received by such Lender pursuant to the Financing Documents; and

(iv) no Lender shall be obliged to execute an Assignment Agreement unless it is satisfied that it has completed all "know your customer" and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to such re placement Lender.

(d) A Lender shall perform the procedures described in paragraph (c)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (c) above and shall notify the Facility Agent and the Borrower when it is satisfied that it has competed those procedures.

SECTION 18 THE FACILITY AGENT, SECURITY AGENT, AND RELATIONS AMONG AGENTS, LENDERS, ETC.

18.1 Appointment of Facility Agent

Each of the Lenders hereby appoints and authorizes Krung Thai Bank Public Company Limited as Facility Agent to act as its respective agent hereunder and under the other Financing Documents with such powers as are expressly delegated to the Facility Agent by the terms of this Agreement and the other Financing Documents, together with such other powers as are reasonably incidental thereto. Krung Thai Bank Public Company Limited hereby accepts such appointment on said terms.

18.2 Appointment of Security Agent

Each of the Lenders hereby appoints and authorizes Krung Thai Bank Public Company Limited as Security Agent to act as its respective agent hereunder and under the other Financing Documents with such powers as are expressly delegated to the Security Agent by the terms of this Agreement and the other Financing Documents, together with such other powers as are reasonably incidental thereto. Krung Thai Bank Public Company Limited hereby accepts such appointment on said terms.

18.3 Powers and Immunities

Each of the Lenders hereby authorizes and directs the Agents to execute, deliver and perform the Agent's obligations under all Financing Documents to which the Agent is intended to be a party, and the execution of this Agreement shall be conclusive evidence of such authorization and direction. Each Agent (which term as used in this sentence shall include reference to its Affiliates and the officers, directors, employees and agents of the Agent and of its Affiliates):

(a) shall not have any duties or responsibilities except those expressly set forth in this Agreement or in any other Financing Document;

อ.ส.5 ใบสลักหลังตราสาร

เลขที่ 00920
วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882
ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน
ห้องเลขที่ -
หมู่บ้าน -
เลขที่ 35
ตรอก/ซอย -
แขวง/ตำบล คลองเตยเหนือ
จังหวัด กรุงเทพมหานคร

ชื่ออาคาร -
ชั้นที่ -
หมู่ที่ -
ถนน สุขุมวิท
เขต/อำเภอ วัฒนา
รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 21
ลักษณะตราสาร ตัวแทน ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	60	00
เงินเพิ่ม	0	00
รวมเงิน	60	00

จำนวนเงินเป็นตัวอักษร **(หกสิบบาทถ้วน)**
ตามใบเสร็จ เลขที่ 004003
เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000274

ลงวันที่ 2 พฤศจิกายน 2559

ลงชื่อ ....
(นายธเนตร รัตนะรื่นเริง)
ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากร ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

อ.ส.5 ใบสลักหลังตราสาร เลขที่ 00915
วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882
ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน ชื่ออาคาร -
ห้องเลขที่ - ชั้นที่ -
หมู่บ้าน -
เลขที่ 35 หมู่ที่ -
ตรอก/ซอย - ถนน สุขุมวิท
แขวง/ตำบล คลองเตยเหนือ เขต/อำเภอ วัฒนา
จังหวัด กรุงเทพมหานคร รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 23
ลักษณะตราสาร คู่ฉบับ ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	5	00
เงินเพิ่ม	0	00
รวมเงิน	5	00

จำนวนเงินเป็นตัวอักษร**(ห้าบาทถ้วน)**
ตามใบเสร็จ เลขที่ 003998 ลงวันที่ 2 พฤศจิกายน 2559
เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000269

ลงชื่อ ....
(นายธเนตร รัตนะรื่นเริง)
ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

อ.ส.5 ใบสลักหลังตราสาร

เลขที่ 00917
วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882
ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน | ชื่ออาคาร -
ห้องเลขที่ - | ชั้นที่ -
หมู่บ้าน -
เลขที่ 35 | หมู่ที่ -
ตรอก/ซอย - | ถนน สุขุมวิท
แขวง/ตำบล คลองเตยเหนือ | เขต/อำเภอ วัฒนา
จังหวัด กรุงเทพมหานคร | รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 23 ลักษณะตราสาร คู่ฉบับ ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	5	00
เงินเพิ่ม	0	00
รวมเงิน	5	00

จำนวนเงินเป็นตัวอักษร(**ห้าบาทถ้วน**)
ตามใบเสร็จ เลขที่ 004000 ลงวันที่ 2 พฤศจิกายน 2559
เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000271

ลงชื่อ ....
(นายธเนตร รัตนะรื่นเริง)
ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากรได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

อ.ส.5 ใบสลักหลังตราสาร เลขที่ 00921

วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882
ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน	ชื่ออาคาร -
ห้องเลขที่ -	ชั้นที่ -
หมู่บ้าน -	
เลขที่ 35	หมู่ที่ -
ตรอก/ซอย -	ถนน สุขุมวิท
แขวง/ตำบล คลองเตยเหนือ	เขต/อำเภอ วัฒนา
จังหวัด กรุงเทพมหานคร	รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 23 ลักษณะตราสาร คู่ฉบับ ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	5	00
เงินเพิ่ม	0	00
รวมเงิน	5	00

จำนวนเงินเป็นตัวอักษร **(ห้าบาทถ้วน)**
ตามใบเสร็จ เลขที่ 004004 ลงวันที่ 2 พฤศจิกายน 2559
เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000275

ลงชื่อ ....

(นายธเนตร รัตนะรื่นเริง)

ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากรได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

อ.ส.5 ใบสลักหลังตราสาร

เลขที่ 00923
วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882
ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน	ชื่ออาคาร -
ห้องเลขที่ -	ชั้นที่ -
หมู่บ้าน -	
เลขที่ 35	หมู่ที่ -
ตรอก/ซอย -	ถนน สุขุมวิท
แขวง/ตำบล คลองเตยเหนือ	เขต/อำเภอ วัฒนา
จังหวัด กรุงเทพมหานคร	รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 23
ลักษณะตราสาร คู่ฉบับ ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	5	00
เงินเพิ่ม	0	00
รวมเงิน	5	00

จำนวนเงินเป็นตัวอักษร **(ห้าบาทถ้วน)**
ตามใบเสร็จ เลขที่ 004006 ลงวันที่ 2 พฤศจิกายน 2559
เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000277

ลงชื่อ ....
(นายธเนตร รัตนะรื่นเริง)
ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

(b) shall not be required to take any action which is contrary to this Agreement or any other Financing Document or Applicable Law;

(c) shall not be required to commence any legal action unless it is indemnified to its satisfaction against any liability or costs thereof;

(d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other Financing Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith;

(e) may engage such legal counsel, independent accountants and other experts as it reasonably deems necessary for the execution of its duties hereunder; and

(f) shall take such action and seek such consents and determinations in respect of the other Agents and the Lenders as reasonably requested by the Borrower pursuant to the terms of this Agreement and the other Financing Documents.

Neither the Facility Agent, the Security Agent, any Lender nor any of their respective Affiliates shall be responsible to any other Agent or Lender for any recitals, statements, representations or warranties made by the Borrower contained in this Agreement or any other Financing Documents or in any certificate or other document referred to or provided for in, or received by any such Person under, this Agreement or any other Financing Document, for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, any other Financing Document or any other document referred to or provided for herein or therein, for the creation, perfection or priority of any Lien on or in any of the Collateral or for any failure by the Borrower to perform its obligations hereunder or thereunder.

18.4 <u>Directions by Required Lenders</u>

Except as otherwise expressly provided herein or under the other Financing Documents, each Agent shall take such action as it may be entitled to take under the Financing Documents as shall be directed by Required Lenders, and as to any matters not expressly provided for by any Financing Document, the Agents shall not be required to take any action or exercise any discretion, but shall only be required to act or to refrain from acting upon instructions of the Required Lenders or other percentage of Lenders specified in the applicable Financing Document. Notwithstanding the foregoing, if any provision in any Financing Document contemplates the approval, consent or other action by the Agent acting alone or in its discretion, the Agent may deliver such approval or consent or take such action without seeking instructions from the Lenders.

The Facility Agent and the Security Agent may refrain from acting in accordance with the instruction of Required Lenders until they have received such security as they may require for any cost, loss or liability (together with any associated tax) which they may incur in complying with the instructions. CTLO

18.5 Reliance by the Agents

Each Agent shall be entitled to rely upon any communication received from or on behalf of the Borrower, the other Agents, or any Lender and any certificate, notice or other document (including any facsimile) reasonably believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons and upon advice and statements of legal counsel, independent accountants and other experts selected by the Facility Agent. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder or under any other Financing Document in accordance with the instructions of the appropriate percentage of Lenders. Any such instructions and any action taken or failure to act pursuant thereto shall be binding on the Lenders. For purposes of determining whether the applicable conditions set forth in this Section have been fulfilled, each Agent may assume the truth of the statements contained in certificates delivered pursuant to this Section. Each Agent shall be entitled to assume the accuracy of all addresses set forth in the Financing Documents until notified in writing of any change thereto in accordance with the terms thereof.

18.6 Defaults

No Agent shall be deemed to have knowledge or notice of the occurrence of a Default unless the Agent has received a Notice of Default from another Agent, notification from the Borrower pursuant to Section 12.1(d) or notification from any Lender, describing such Default. In the event that an Agent receives any such notice, the Agent shall give prompt notice thereof to the other Agents and the Lenders. The Agents shall take such action with respect to such Default as shall be reasonably directed by the Required Lenders, ***provided that***, unless and until each Agent shall have received such directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the best interest of the Lenders.

18.7 Rights as a Lender

Each Agent in its capacity as a Lender, and any successor thereto, shall have the same rights and powers hereunder as any Lender and may exercise the same as though it was not acting as an Agent, and the terms "Lender" or "Lenders" shall, unless the context otherwise indicates, include each Agent in its capacity as Lender and any such successor in its individual capacity. Each Agent and its Affiliates, and any such successor and its Affiliates, may (without having to account therefor to any Lender) accept deposits from, extend credit (on a secured or unsecured basis) to and generally engage in any kind of banking or other financial business with the Borrower or any of its Affiliates, as if the Agent were not acting in such capacity under the Financing Documents. Each Lender and its Affiliates may (without having to account therefore to either of the Agents or any other Lender) accept deposits from, extend credit (on a secured or unsecured basis) to and generally engage in any kind of banking or other financial business with the Borrower or any of its Affiliates, as if it were not acting as a Lender.

18.8 Documents

Each Agent will forward to each Lender, promptly after the Agent's receipt thereof, a copy of each document, notice, agreement and opinion furnished to the Agent hereunder unless the Lenders instruct the Agent otherwise. The agency or similar division of each Agent, and of any successor thereto, shall be deemed a separate entity from any other divisions or departments of the Agent and of any successor thereto acting in any other capacity, and any information received in such other capacity by an Agent or any successor thereto, other than by its agency division, may be treated as confidential.

18.9 Non-Reliance on Agents and Other Lenders

Each Lender represents that it has, independently and without reliance on any Agent, or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of the financial condition and affairs of the Borrower and its decision to enter into this Agreement and agrees that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own appraisals and decisions in taking or not taking action under this Agreement. No Agent or Lender shall be required to keep any other party informed as to the performance or observance by the Borrower under this Agreement or any other document referred to or provided for herein or to make inquiry of, or to inspect the properties or books of, the Borrower. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by the Agents, no Agent or Lender shall have any duty or responsibility to provide any Lender with any credit or other information concerning the Borrower, or any Affiliate of the Borrower, which may come into the possession of the Agent, such Lender or any of its or their Affiliates.

18.10 Resignation or Removal and Replacement of an Agent

Subject to the appointment and acceptance of a successor Agent as provided below, an Agent may resign at any time by giving notice thereof to the Lenders and the Borrower. The Agent may be removed at any time by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Agent's giving of notice of resignation or the removal of the retiring Agent, then the retiring Agent may appoint a successor Agent, which shall be a reputable financial institution having a head office in Bangkok. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Section 18 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was duly acting as Agent. ℓาℓ๐

18.11 Authorization

Each Agent is hereby authorized by the Lenders to execute, deliver and perform its obligations thereunder in accordance with the terms of each of the Financing Documents to which the Facility Agent is or is intended to be a party, and each Lender agrees to be bound by all of the agreements of the Agent contained in such Financing Documents.

18.12 Indemnification

To the extent any Agent is not reimbursed and indemnified by the Borrower, each Lender will reimburse and indemnify the Agent, in proportion to its Outstandings, or if no Outstandings are outstanding, the Commitments, for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Agent in performing its duties hereunder or under any other Financing Document, or in any way relating to or arising out of this Agreement or any other Financing Document, ***provided***, however, ***that*** no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (a) incurred by reason of the Agent's gross negligence or willful misconduct or (b) which arise from actions or inactions of the Agent other than (i) such actions taken at the direction of the requisite percentage of Lenders, (ii) such actions taken in accordance with this Agreement and the other Financing Documents and (iii) such actions reasonably incidental thereto.

SECTION 19 MISCELLANEOUS

19.1 No Waiver; Remedies Cumulative

No failure to exercise and no delay in exercising on the part of any Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

19.2 Notices

Except as otherwise specified herein, all notices, requests, demands, consents, instructions or other communications hereunder shall be provided in the English language and shall be duly given or made if sent by mail or hand delivery in writing or by facsimile, and shall be deemed to have been duly given or made two (2) Business Days after posting or upon receipt if by hand delivery or upon the transmittal thereof by telecopier, in each case addressed to the party to which such notice is required to be given or made hereunder, if to the Facility Agent, the Security Agent, or the Borrower at the address specified beneath the heading "Address for Notices" under the name of the applicable party on the signature pages hereof or, with respect to the Lenders, as set forth in this Agreement, or in each case, at such other address CTLØ

which such Person shall have notified in writing to the party giving such notice, except that any notice or communication deposited in the mail shall be effective upon receipt by the party to which such notice or communication is addressed, and notices and communications to the Facility Agent shall not be effective until received by the Facility Agent in a form expressly marked for the attention of the department or officer of the Facility Agent identified hereunder or such other department or officer as the Facility Agent shall from time to time specify in writing to the other Parties for such purpose.

19.3 Multiple Copies

One copy of each document to be delivered to the Facility Agent hereunder or under any other Financing Document shall be delivered by the Borrower to the Facility Agent. In cases in which the Facility Agent specifically requests multiple copies, the Borrower shall deliver such number of copies as shall have been reasonably requested by the Facility Agent.

19.4 Right of Set-off; Sharing

(a) Upon the occurrence and during the continuance of any Event of Default, each of the Lenders is, subject (as between the Lenders) to the provisions of Section 19.4(c), hereby authorized at any time and from time to time, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand) at any time held, and other indebtedness at any time owing, by such Lender in any of its offices, in USD or in any other currency, to or for the credit or the account of the Borrower against any and all of the respective Obligations of the Borrower now or hereafter existing under the Financing Documents which are then due and payable, irrespective of whether or not such Lender or any other Lender shall have made any demand hereunder.

(b) The rights of the Lenders under this Section 19.4 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lenders may have.

(c) If an Event of Default has resulted in the Obligations becoming due and payable prior to the stated maturity thereof, each Lender agrees that it shall turn over to the Security Agent the full amount of any payment received in USD or any payment received in any currency other than USD (whether voluntary or involuntary, through the exercise of any right of set-off or otherwise). CIL

19.5 Clawback

Where a sum is to be paid to any of the Agents under the Financing Documents for another Party, such Agent is not obliged to pay that sum to that other Party until it has been able to establish to its satisfaction that it has actually received that sum.

If any of the Agents pays an amount to another Party and it proves to be the case that such Agent had not actually received that amount, then the Party to whom that amount was paid by that Agent shall on demand refund the same to that Agent together with interest on that amount from the date of payment to the date of receipt by that Agent, calculated by that Agent to reflect its cost of funds.

19.6 Severability

Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

19.7 Headings

The headings of the various sections and paragraphs of this Agreement are for convenience of reference only, do not constitute a part hereof and shall not affect the meaning or construction of any provision hereof.

19.8 Amendments, etc.

(a) Neither this Agreement nor any other Financing Document may be modified or supplemented, and no provisions of this Agreement or of any other Financing Document may be waived, except by a written instrument consented to by the Facility Agent, the Security Agent and the Required Lenders. No modification, supplement or waiver of any provision hereunder or under any other Financing Document affecting the rights or obligations of the Facility Agent, or the Security Agent, shall be made without the consent of such person. The holder of each Obligation at any time outstanding shall be bound by any consent authorized by this Section 19.8(a), whether or not any document or instrument evidencing such Obligation shall have been marked to indicate such consent, but any Obligation issued thereafter may bear a notation referring to any such consent. No course of dealing between the Borrower and any Lender nor any delay in exercising any rights hereunder or under the Obligations shall operate as a waiver of any rights of any holder of such Obligation.

(b) Executed or true and correct copies of any waiver or consent effected pursuant to the provisions of this Section 19.8 shall be delivered by the Borrower or through the Facility Agent or the Security Agent (as the case may be) to each Lender promptly, following the date on which the same shall have been executed and delivered by the requisite number or percentage of Lender required hereunder.

19.9 Governing Law

This Agreement shall be governed by and construed in accordance with Thai law.

19.10 Dispute Resolution

If any dispute shall arise between the Parties as to the interpretation of this Agreement or as to the rights, duties or liabilities of either Party or as to any matter or thing of whatsoever nature arising under or in connection with this Agreement, either Party may submit the dispute to binding arbitration. Arbitration shall be conducted by the Thai Arbitration Institute, Office of the Judiciary under the Arbitration Act B.E. 2545, by three (3) arbitrators all in accordance with the UNCITRAL rules as then in force. The place of arbitration shall be in Bangkok. The language of arbitration shall be Thai. The arbitrators' fees shall be borne by the non-prevailing party. The award rendered by the arbitrator shall be final and binding on the Parties, and judgment maybe entered in accordance with Applicable Law in any court having jurisdiction thereof.

Judgment by a Thai court shall be filed at the court of Myanmar for enforcement under the Civil Procedure Code of Myanmar.

19.11 Survival

The provisions of this Section 19.11 and the obligations of the Parties under Sections 17.7 and 17.8 (in relation to any claim which arises prior to the Termination Date and after a final court judgment has been rendered in respect of that claim) shall survive the Termination Date.

19.12 Successors and Assigns

(a) This Agreement shall be binding upon and inure to the benefit of each party hereto and its successors and permitted assigns.

(b) The Borrower may not assign or transfer all or any of its rights and obligations hereunder.

(c) A Lender may, assign all or any part of its rights and obligations under this Agreement (entirely or partially) to any one or more banks or other financial institutions (each an "**assignee**") as follows:

(i) prior to the Initial Drawdown Date and so long as no Event of Default has occurred and is continuing, no assignment or transfer of such rights and obligations can be made without the consent of the Borrower,

(ii) (aa) prior to the Initial Drawdown Date and an Event of Default has occurred and is continuing or (bb) on and after the Initial Drawdown Date and so long as no Event of Default has occurred and is continuing, an assignment or transfer of such rights and obligations by a Lender to one or more banks can be made with the prior written notice to the Borrower; and CYLO

(iii) on and after the Initial Drawdown Date and after occurrence of an Event of Default which remains outstanding, a Lender may assign all or any part of its rights and obligations under this Agreement (entirely or partially) to any one or more banks, other financial institutions, or asset management companies without prior written notice to the Borrower or the consent of the Borrower.

The Borrower shall not bear any additional costs and expenses incurred in connection with the assignment and/or transfer, including the registration of transfer of mortgage rights to the assignee nor subject to be liable to pay any additional taxes or other indemnity (by way of gross up or otherwise).

(d) Any assignments made in accordance with Section 19.12(c) shall be effected in accordance with its terms by the delivery to the Borrower of an Assignment Agreement substantially in the form attached hereto as Schedule H, evidencing such transfer duly signed by the relevant Lender ("**Transferor**"), the assignee and the Borrower.

(e) A Lender may disclose to a potential assignee or Transferee (as defined in Schedule H) such information about the Borrower and its Affiliates, the Transaction Documents, and the Project as it may reasonably consider appropriate, subject to the prior execution by the potential assignee or Transferee of a confidentiality undertaking.

(f) The new Lender shall, on the date on which a transfer under Section 19.12(c) takes effect, pay to each Agent (for its own account) a fee of USD one thousand two hundred (1,200).

19.13 Normal Banking Practices

Insofar as they do not conflict with the terms of this Agreement, each Drawdown or Utilization shall be made and maintained in accordance with normal and customary banking practices in Thailand as determined by the relevant Lender and notified to the Facility Agent, and consistent therewith the Borrower shall comply with all administrative requirements consistent with such normal and customary banking practices in relation to each Drawdown and Utilization notified to it by such Lender.

19.14 Priority of Credit Facilities Agreement; Extent of Obligations

In the event of any inconsistency between or direct conflict with the matters set forth herein or covered hereby and any other Financing Document, the provisions of this Agreement shall prevail.

19.15 Partial Invalidity

If, at any time, any provision of the Financing Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity

or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

19.16 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Financing Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

19.17 Amendments and Waivers

Any term of the Financing Documents may be amended or waived only with the consent of the Required Lender and the Borrower and any such amendment or waiver will be binding on all Parties.

19.18 Counterparts

Each Financing Document and any Transfer Certificate may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Financinge Document or, as the case may be, Transfer Certificate.

19.19 Waiver of Immunities

The Borrower irrevocably waives, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of its assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above. CTLO

บริษัท ที่ปรึกษากฎหมายแชนด์เล่อร์และทองเอก จำกัด
CHANDLER and THONG-EK
LAW OFFICES LIMITED

Bubhajit Building, 7th Floor
20 North Sathorn Road
Bangkok 10500
Thailand

Phone : (66 2) 266-6485 thru 6510
Fax : (66 2) 266-6483 to 4
E-mail : chandler@ctlo.com
Website : http://ctlo.com

To Whom It May Concern

I, Mr. Thoranin Meechuea, the undersigned attorney at law and a member of the Lawyer Council of Thailand, do hereby certify that:

(a) Mr. Kontee Ruenklin, holding Passport No. AA4948507, issued in Thailand;

(b) Ms. Busaba Kittiwattanakul, holding Passport No. AA2098400, issued in Thailand;

(c) Mrs. Wanpen Unchundacha, holding Passport No. F597521, issued in Thailand; and

(d) Mr. Supasit Pokinjaruras, holding Passport No. AA5971231, issued in Thailand.

personally appeared and signed their names before me on the attached CREDIT FACILITIES AGREEMENT on this 19th day of October, in the year 2016 in the Kingdom of Thailand. This certification is not in relation to any contents of the said document.

In witness whereof, I hereunto set my hand and official seal.

No. 032184 3 NOV 2016
BKK100

Certified Genuine Signature(s) of
THORANIN MEECHUEA

(MISS NIPA PEETISRIPHANT)
General Service Officer
Experienced Level
Ministry of Foreign Affairs of Thailand
(The Ministry of Foreign Affairs assumes no responsibility for the contents of the documents)
1974363

(Mr. Thoranin Meechuea), Attorney at Law
Lawyer Council of Thailand
Attorney License No. 3090/2550
Notarial Services Attorney, Registration No. 3338/2552

NOTARIAL SERVICES ATTORNEY
MEMBER OF LAWYERS COUNCIL OF THAILAND

Reg. No./ทะเบียนเลขที่ 3338/2552
Commission Expires /ทะเบียนหมดอายุ
Date/วันที่ May 31, 2017

2113942_1.doc

This is to certify that the seal and signature of Miss Nipa Peetisripiphat, Expert Diplomatic Officer ( ) Ministry of Foreign Affairs of the Kingdom of Thailand on the foregoing page is real and authentic. The Embassy, however, assumes no responsibility for the contents of the certificate

7-11-16

(So Pyay Nyein Chan)
Second Secretary
Myanmar Embassy,Bangkok

No. 1107/AO/2016
Date 08 NOV 2016

บริษัท ที่ปรึกษากฎหมายแชนด์เล่อร์และทองเอก จำกัด

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No. 032185 3 NOV 2016
BKK100

Certified Genuine Signature(s) of
THORANIN MEECHUEA

(MISS NIPA PEETISRIPHANT)
General Service Officer
Experienced Level
Ministry of Foreign Affairs of Thailand
(The Ministry of Foreign Affairs assumes no responsibility for the contents of the documents)
1974364

(Mr. Thoranin Meechuea), Attorney at Law
Lawyer Council of Thailand
Attorney License No. 3090/2550
Notarial Services Attorney, Registration No. 3338/2552

NOTARIAL SERVICES ATTORNEY — MEMBER OF LAWYERS COUNCIL OF THAILAND

Reg. No./ทะเบียนเลขที่ 3338/2552
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2113942_1.DOC

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(So Pyay Nyein Chan)
Second Secretary
Myanmar Embassy,Bangkok

No. 1108/A01 2016
Date 08 NOV 2016

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No. 032186 3 NOV 2016
BKK100

Certified Genuine Signature(s) of
THORANIN MEECHUEA

(MISS NIPA PEETISRIPHANT)
General Service Officer
Experienced Level
Ministry of Foreign Affairs of Thailand
(The Ministry of Foreign Affairs assumes no responsibility for the contents of the documents)
1974365

(Mr. Thoranin Meechuea), Attorney at Law
Lawyer Council of Thailand
Attorney License No. 3090/2550
Notarial Services Attorney, Registration No. 3338/2552

NOTARIAL SERVICES ATTORNEY – MEMBER OF LAWYERS COUNCIL OF THAILAND

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Lawyer Council of Thailand
Attorney License No. 3090/2550
Notarial Services Attorney, Registration No. 3338/2552

No. 032187 3 NOV 2016
BKK100
Certified Genuine Signature(s) of
THORANIN MEECHUEA
(MISS NIPA PEETISRIPHANT)
General Service Officer
Experienced Level
Ministry of Foreign Affairs of Thailand
(The Ministry of Foreign Affairs assumes no responsibility for the contents of the documents)
1974366

NOTARIAL SERVICES ATTORNEY
MEMBERS OF LAWYERS COUNCIL OF THAILAND

Reg. No./ทะเบียนเลขที่ 3338/2552
Commission Expires/ทะเบียนหมดอายุ
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Second Secretary
Myanmar Embassy, Bangkok

No. 1109 / AO(2016
Date. 08 NOV 2016

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Attorney License No. 3090/2550
Notarial Services Attorney, Registration No. 3338/2552

NOTARIAL SERVICES ATTORNEY — MEMBER OF LAWYERS COUNCIL OF THAILAND

Reg. No. /ทะเบียนเลขที่ 3338/2552
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Date/วันที่ May 31, 2017

No. 032188 3 NOV 2016
BKK100
Certified Genuine Signature(s) of
THORANIN MEECHUEA

(MISS NIPA PEETISRIPHANT)
General Service Officer
Experienced Level
Ministry of Foreign Affairs of Thailand
(The Ministry of Foreign Affairs assumes no responsibility for the contents of the documents)
1974367

MINISTRY OF FOREIGN AFFAIRS

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7-11-16

(So Pyay Nyein Chan)
Second Secretary
Myanmar Embassy, Bangkok

No. 1110/AO/2016
Date 08 NOV 2016

Borrower

GEP (MYANMAR) CO., LTD.

-seal-

GEP (Myanmar) Co.,Ltd.

By: ________________________
Name: Mr. Supasit Pokinjaruras
Title: Director

Address: **GEP (MYANMAR) CO., LTD.**
No. Suite 213, 2nd Floor, Pearl Condo
Kabar Aye Pagoda Road, Bahan Township
Yangon, the Republic of the Union of Myanmar

Attention: Mr. Aung Thiha
Telephone: +951-860-4660-65
Facsimile: +951-860-4670

Lenders

KRUNG THAI BANK PUBLIC COMPANY LIMITED
(as Lender)

By: ______________________________
Name: Mr. Kontee Ruenklin
Title: First Vice President & Manager
Corporate Banking Team 8

Address: **Krung Thai Bank Public Company Limited**
Building 2 (Sukhumvit) 11th Floor
10 Sukhumvit Road
Kwaeng Klongtoey
Khet Klongtoey
Bangkok 10110
Thailand

Attention: Corporate Banking Team 8
Telephone: (662) 208-8026
Facsimile: (662) 256-8147

อ.ส.5 ใบสลักหลังตราสาร

เลขที่ 00914
วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882
ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน
ห้องเลขที่ -
หมู่บ้าน -
เลขที่ 35
ตรอก/ซอย -
แขวง/ตำบล คลองเตยเหนือ
จังหวัด กรุงเทพมหานคร

ชื่ออาคาร -
ชั้นที่ -
หมู่ที่ -
ถนน สุขุมวิท
เขต/อำเภอ วัฒนา
รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 5
ลักษณะตราสาร สัญญากู้ยืม ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	10,000	00
เงินเพิ่ม	0	00
รวมเงิน	10,000	00

จำนวนเงินเป็นตัวอักษร **(หนึ่งหมื่นบาทถ้วน)**
ตามใบเสร็จ เลขที่ 003997 ลงวันที่ 2 พฤศจิกายน 2559
เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000268

ลงชื่อ ....

(นายธเนตร รัตนะรื่นเริง)

ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

อ.ส.5 ใบสลักหลังตราสาร เลขที่ 00916

วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882

ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน
ชื่ออาคาร -
ห้องเลขที่ -
ชั้นที่ -
หมู่บ้าน -
เลขที่ 35
หมู่ที่ -
ตรอก/ซอย -
ถนน สุขุมวิท
แขวง/ตำบล คลองเตยเหนือ
เขต/อำเภอ วัฒนา
จังหวัด กรุงเทพมหานคร
รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 23
ลักษณะตราสาร คู่ฉบับ ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	5	00
เงินเพิ่ม	0	00
รวมเงิน	5	00

จำนวนเงินเป็นตัวอักษร **(ห้าบาทถ้วน)**

ตามใบเสร็จ เลขที่ 003999 ลงวันที่ 2 พฤศจิกายน 2559

เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000270

ลงชื่อ ....

(นายอมนตร รัตนเรืองเริง)

ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

อ.ส.5 ใบสลักหลังตราสาร

เลขที่ 00918
วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882
ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน
ห้องเลขที่ -
หมู่บ้าน -
เลขที่ 35
ตรอก/ซอย -
แขวง/ตำบล คลองเตยเหนือ
จังหวัด กรุงเทพมหานคร

ชื่ออาคาร -
ชั้นที่ -
หมู่ที่ -
ถนน สุขุมวิท
เขต/อำเภอ วัฒนา
รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 23 ลักษณะตราสาร คู่ฉบับ ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	5	00
เงินเพิ่ม	0	00
รวมเงิน	5	00

จำนวนเงินเป็นตัวอักษร **(ห้าบาทถ้วน)**
ตามใบเสร็จ เลขที่ 004001
เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000272

ลงวันที่ 2 พฤศจิกายน 2559

ลงชื่อ ....
(นายธเนตร รัตนะรื่นเริง)
ตำแหน่ง ....
นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากร ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

อ.ส.5 ใบสลักหลังตราสาร

เลขที่ 00922
วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882
ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน
ห้องเลขที่ -
หมู่บ้าน -
เลขที่ 35
ตรอก/ซอย -
แขวง/ตำบล คลองเตยเหนือ
จังหวัด กรุงเทพมหานคร

ชื่ออาคาร -
ชั้นที่ -
หมู่ที่ -
ถนน สุขุมวิท
เขต/อำเภอ วัฒนา
รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 23 ลักษณะตราสาร คู่ฉบับ ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	5	00
เงินเพิ่ม	0	00
รวมเงิน	5	00

จำนวนเงินเป็นตัวอักษร **(ห้าบาทถ้วน)**
ตามใบเสร็จ เลขที่ 004005
เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000276

ลงวันที่ 2 พฤศจิกายน 2559

ลงชื่อ ....
(นายธเนตร รัตนชื่นเริง)
ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยเก็บภาษีอากรได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

อ.ส.5 ใบสลักหลังตราสาร เลขที่ 00924

วันที่ 2 พฤศจิกายน 2559

เลขประจำตัว 0107537000882

ชื่อผู้เสียภาษีอากร ธนาคาร กรุงไทย จำกัด (มหาชน)

ในฐานะ ผู้มีหน้าที่เสียอากร

ที่อยู่ : เลขรหัสประจำบ้าน	ชื่ออาคาร -
ห้องเลขที่ -	ชั้นที่ -
หมู่บ้าน -	
เลขที่ 35	หมู่ที่ -
ตรอก/ซอย -	ถนน สุขุมวิท
แขวง/ตำบล คลองเตยเหนือ	เขต/อำเภอ วัฒนา
จังหวัด กรุงเทพมหานคร	รหัสไปรษณีย์ 10110

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 23 ลักษณะตราสาร คู่ฉบับ ดังนี้ :

	บาท	สต.
ค่าอากรแสตมป์	5	00
เงินเพิ่ม	0	00
รวมเงิน	5	00

จำนวนเงินเป็นตัวอักษร**(ห้าบาทถ้วน)**

ตามใบเสร็จ เลขที่ 004007 ลงวันที่ 2 พฤศจิกายน 2559

เลขระบุเอกสาร อ.ส.4 คือ 02014390-25591102-1-02-000278

ลงชื่อ ....

(นายธเนตร รัตนะรื่นเริง)

ตำแหน่ง นักวิชาการสรรพากรชำนาญการ

ใบสลักหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสตมป์ของหน่วยจัดเก็บภาษีอากรได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

EXPORT-IMPORT BANK OF THAILAND
(as Lender)

By: ______________________
Name: Mrs. Wanpen Unchundacha
Title: Senior Vice President
International Project Department

Address: **Export-Import Bank of Thailand**
EXIM Building
1193 Phaholyothin Road
Kwaeng Samsen Nai, Khet Phayathai
Bangkok 10400
Thailand

Attention: Mrs. Wanpen Unchundacha
Telephone: (662) 271-3700 Ext. 2602
Facsimile: (662) 271-3020

Facility Agent

KRUNG THAI BANK PUBLIC COMPANY LIMITED

By: ______________________________
Name: Ms. Busaba Kittiwattanakul
Title: First Vice President & Manager
Client Service Corporate Banking Team 2

Address for Notice: **Krung Thai Bank Public Company Limited**
Building 2 (Sukhumvit) 11th Floor
10 Sukhumvit Road
Kwaeng Klongtoey
Khet Klongtoey
Bangkok 10110
Thailand

Attention: Client Service Corporate Banking Team 2
Telephone: (662) 208-8031
Facsimile: (662) 256-8205

Security Agent

KRUNG THAI BANK PUBLIC COMPANY LIMITED

By: ______________________
Name: Ms. Busaba Kittiwattanakul
Title: First Vice President & Manager
Client Service Corporate Banking Team 2

Address for Notices: **Krung Thai Bank Public Company Limited**
Building 2 (Sukhumvit) 11th Floor
10 Sukhumvit Road
Kwaeng Klongtoey
Khet Klongtoey
Bangkok 10110
Thailand

Attention: Client Service Corporate Banking Team 2
Telephone: (662) 208-8031
Facsimile: (662) 256-8205

กรมสรรพากร

วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....

สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 004005 วันที่: 02/11/2559

รหัสสำนักงาน: 02014390 เครื่องที่: 02

ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)

เลขประจำตัว: 0107537000882

แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:

02014390-25591102-1-02-000276

จำนวนเงิน: เงินสด

***5.00**

(ห้าบาทถ้วน)

รหัสตรวจสอบ: 79593879

****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร

วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....

สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 004006 วันที่: 02/11/2559

รหัสสำนักงาน: 02014390 เครื่องที่: 02

ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)

เลขประจำตัว: 0107537000882

แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:

02014390-25591102-1-02-000277

จำนวนเงิน: เงินสด

***5.00**

(ห้าบาทถ้วน)

รหัสตรวจสอบ: 81614020

****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร

วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....

สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 004007 วันที่: 02/11/2559

รหัสสำนักงาน: 02014390 เครื่องที่: 02

ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)

เลขประจำตัว: 0107537000882

แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:

02014390-25591102-1-02-000278

จำนวนเงิน: เงินสด

***5.00**

(ห้าบาทถ้วน)

รหัสตรวจสอบ: 92725169

****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร

วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....

สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 004001 วันที่: 02/11/2559

รหัสสำนักงาน: 02014390 เครื่องที่: 02

ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)

เลขประจำตัว: 0107537000882

แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:

02014390-25591102-1-02-000272

จำนวนเงิน: เงินสด

***5.00**

(ห้าบาทถ้วน)

รหัสตรวจสอบ: 35158496

****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร

วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....

สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 004003 วันที่: 02/11/2559

รหัสสำนักงาน: 02014390 เครื่องที่: 02

ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)

เลขประจำตัว: 0107537000882

แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:

02014390-25591102-1-02-000274

จำนวนเงิน: เงินสด

***60.00**

(หกสิบบาทถ้วน)

รหัสตรวจสอบ: 57472431

****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร

วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....

สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 004004 วันที่: 02/11/2559

รหัสสำนักงาน: 02014390 เครื่องที่: 02

ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)

เลขประจำตัว: 0107537000882

แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:

02014390-25591102-1-02-000275

จำนวนเงิน: เงินสด

***5.00**

(ห้าบาทถ้วน)

รหัสตรวจสอบ: 68482733

****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร
วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....
สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 003997 วันที่: 02/11/2559
รหัสสำนักงาน: 02014390 เครื่องที่: 02
ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)
เลขประจำตัว: 0107537000882
แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:
02014390-25591102-1-02-000268
จำนวนเงิน: เงินสด
***10,000.00**
(หนึ่งหมื่นบาทถ้วน)

รหัสตรวจสอบ: 81219129
****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร
วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....
สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 003998 วันที่: 02/11/2559
รหัสสำนักงาน: 02014390 เครื่องที่: 02
ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)
เลขประจำตัว: 0107537000882
แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:
02014390-25591102-1-02-000269
จำนวนเงิน: เงินสด
***5.00**
(ห้าบาทถ้วน)

รหัสตรวจสอบ: 92725169
****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร
วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....
สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 003999 วันที่: 02/11/2559
รหัสสำนักงาน: 02014390 เครื่องที่: 02
ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)
เลขประจำตัว: 0107537000882
แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:
02014390-25591102-1-02-000270
จำนวนเงิน: เงินสด
***5.00**
(ห้าบาทถ้วน)

รหัสตรวจสอบ: 13836759
****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

กรมสรรพากร
วัฒนา, กรุงเทพมหานคร

ผู้รับเงิน: ....
สรรพากรอำเภอ/ผู้รับมอบอำนาจ: ....

ใบเสร็จรับเงิน ภ.ส.1ง

เลขที่ใบเสร็จ: 004000 วันที่: 02/11/2559
รหัสสำนักงาน: 02014390 เครื่องที่: 02
ผู้ชำระภาษีอากร: ธนาคาร กรุงไทย จำกัด (มหาชน)
เลขประจำตัว: 0107537000882
แบบที่ยื่น: อ.ส.4 เลขระบุเอกสาร:
02014390-25591102-1-02-000271
จำนวนเงิน: เงินสด
***5.00**
(ห้าบาทถ้วน)

รหัสตรวจสอบ: 24947629
****** ได้มีการรับเงินไว้เป็นการถูกต้องแล้ว *****

SCHEDULE A
Lenders, Addresses and Commitments

No.	Tranche A Lenders and Addresses	Tranche A Commitments (USD)
1.	**Krung Thai Public Company Limited ("KTB")** Building 2 (Sukhumvit) 11th Floor 10 Sukhumvit Road Kwaeng Klongtoey Khet Klongtoey Bangkok 10110 Thailand	28,800,000
2.	**Export-Import Bank of Thailand ("EXIM")** EXIM Building 1193 Phaholyothin Road Kwaeng Samsen Nai, Khet Phayathai Bangkok 10400 Thailand	19,200,000

No.	Tranche B Lender and Addresses	Tranche B Commitment
1.	**Krung Thai Bank Public Company Limited ("KTB")** Building 2 (Sukhumvit) 11th Floor 10 Sukhumvit Road Kwaeng Klongtoey Khet Klongtoey Bangkok 10110	USD 9,120,000 which is not exceeding Baht 337,440,000 (Notional Amount of USD 48,000,000, which is not exceeding Baht 1,776,000,000)

CTLO

SCHEDULE B
Repayment Schedule of Tranche A

	Repayment Date (Last Business Day of the Following Months)	Repayment Amount for KTB (USD)	Repayment Amount for EXIM (USD)	Total Repayment Amount (USD)
1	January 2018	300,000	200,000	500,000
2	April 2018	300,000	200,000	500,000
3	July 2018	300,000	200,000	500,000
4	October 2018	300,000	200,000	500,000
5	January 2019	480,000	320,000	800,000
6	April 2019	480,000	320,000	800,000
7	July 2019	480,000	320,000	800,000
8	October 2019	480,000	320,000	800,000
9	January 2020	525,000	350,000	875,000
10	April 2020	525,000	350,000	875,000
11	July 2020	525,000	350,000	875,000
12	October 2020	525,000	350,000	875,000
13	January 2021	525,000	350,000	875,000
14	April 2021	525,000	350,000	875,000
15	July 2021	525,000	350,000	875,000
16	October 2021	525,000	350,000	875,000
17	January 2022	525,000	350,000	875,000
18	April 2022	525,000	350,000	875,000
19	July 2022	600,000	400,000	1,000,000
20	October 2022	600,000	400,000	1,000,000
21	January 2023	600,000	400,000	1,000,000
22	April 2023	600,000	400,000	1,000,000
23	July 2023	600,000	400,000	1,000,000
24	October 2023	600,000	400,000	1,000,000
25	January 2024	600,000	400,000	1,000,000
26	April 2024	600,000	400,000	1,000,000
27	July 2024	675,000	450,000	1,125,000
28	October 2024	675,000	450,000	1,125,000
29	January 2025	675,000	450,000	1,125,000
30	April 2025	675,000	450,000	1,125,000
31	July 2025	675,000	450,000	1,125,000
32	October 2025	675,000	450,000	1,125,000
33	January 2026	720,000	480,000	1,200,000
34	April 2026	720,000	480,000	1,200,000
35	July 2026	720,000	480,000	1,200,000
36	October 2026	720,000	480,000	1,200,000
37	January 2027	750,000	500,000	1,250,000

CTL6

	Repayment Date (Last Business Day of the Following Months)	**Repayment Amount for KTB (USD)**	**Repayment Amount for EXIM (USD)**	**Total Repayment Amount (USD)**
38	April 2027	750,000	500,000	1,250,000
39	July 2027	750,000	500,000	1,250,000
40	October 2027	750,000	500,000	1,250,000
41	January 2028	750,000	500,000	1,250,000
42	April 2028	750,000	500,000	1,250,000
43	July 2028	750,000	500,000	1,250,000
44	October 2028	750,000	500,000	1,250,000
45	January 2029	900,000	600,000	1,500,000
46	April 2029	900,000	600,000	1,500,000
47	July 2029	All remaining Tranche A Outstandings of KTB	All remaining Tranche A Outstandings of EXIM	All remaining Tranche A Outstandings

Notes: Percentages apply to Tranche A Advances on the last day of the Tranche A Availability Period. C16

SCHEDULE C
Form of Request for Drawdown and Utilization Request

[Letterhead of Borrower]

Date: [•]

To: Krung Thai Bank Public Company Limited
as Facility Agent

Attn: [•]

Re: Credit Facilities Agreement dated 19 October 2016 entered between GEP (Myanmar) Co., Ltd. as Borrower; the financial institutions named therein as Lenders, Krung Thai Bank Public Company Limited as Facility Agent and Krung Thai Bank Public Company Limited as Security Agent (as amended from time to time, the "**Credit Facilities Agreement**").

1. The Borrower wishes to drawdown a Tranche A Advance as follows:

   (a) Drawdown Date: [•]

   (b) Amount: USD [•]

2. The Borrower confirms that each condition specified in:

   (a) Schedule 3.1 of the Credit Facilities Agreement; and [**NOTE: Only applicable for initial Drawdown**];*

   (b) Schedule 3.2 of the Credit Facilities Agreement,

   is satisfied on the date of this Request and will be satisfied on the Drawdown Date, or has otherwise been waived by the Required Lenders on or prior to the date of this Request.

3. The Borrower requests that the amount mentioned under sub-paragraph 1(b) above be immediately disbursed on the Drawdown Date in accordance with the Credit Facilities Agreement into account No. [•], at [•].

4. The Borrower certifies that the proceeds for this Tranche A Advance shall be used for the following purposes:

   [**insert description**].

5. Terms defined in the Credit Facilities Agreement shall have the same meanings when used in this Request. ๔ๆ๒

GEP (MYANMAR) CO., LTD.

By: ________________________
Name: ________________________
Title: ________________________
* delete where appropriate

SCHEDULE D
Form of Receipt

Date: [•]

To: [Each Lender]

cc: Krung Thai Bank Public Company Limited
as Facility Agent

Attn: [•]

Dear Sirs:

We refer to the Credit Facilities Agreement dated 19 October 2016 entered between GEP (Myanmar) Co., Ltd. as Borrower; the financial institutions named therein as Lenders, Krung Thai Bank Public Company Limited as Facility Agent and Krung Thai Bank Public Company Limited as Security Agent (as amended from time to time, the "**Credit Facilities Agreement**").

Terms defined in the Credit Facilities Agreement have the same meanings herein.

Pursuant to paragraph (h) of Schedule 3.2 of the Credit Facilities Agreement, we acknowledge receipt of a Tranche A Advance made on [•] by yourselves pursuant to our Request dated [•] in an amount of USD [•].

GEP (Myanmar) Co., Ltd.

By: ______________________
Name: ______________________
Title: ______________________ C1VP

SCHEDULE E
Mortgaged Property

Part A: Mortgage of Leasehold Rights under the Land Lease Agreements

There are two parcels of land being acquired. Following MIC approval, a mortgage of leasehold rights will be signed and registered for each of the two parcels.

1. 700 acres of land, to be leased by AVA Capital Trading Limited and subleased to the Borrower.

2. 136 acres of land, to be leased from MONREC to the Borrower.

Part B: Security Assignment Agreement

Mortgage, pledge and charge of present and future personal property including:

(A) Equipment
(B) Inventory
(C) Other Tangible Personal Property
(D) Intangibles
(E) Specific Property

SCHEDULE F
Subordinated Indebtedness

(i) Until such time as all Obligations have been paid in full or otherwise satisfied in full, the Borrower agrees not to make, and the subordinated lender agrees not to receive, any payment of any principal or any other amount in respect of the Subordinated Indebtedness, except in accordance with the provisions of this Agreement and the Account Agreement;

(ii) the subordinated lender agrees not to take or continue any court, arbitration or other legal proceedings to recover any amount owing in respect of the Subordinated Indebtedness and not to take or continue any action to wind up, bankrupt or dissolve the Borrower under any applicable law or to appoint, or continue the appointment of, a receiver of the Borrower or of any part of its assets (save for the submission of the debt repayment claim if so required by Applicable Law to submit within the prescribed timeline to establish its rights under the bankruptcy or insolvency proceedings, subject to the provisions of paragraph (v) below);

(iii) the subordinated lender agrees not to take or permit to subsist any encumbrance or guarantee for the Subordinated Indebtedness unless such encumbrance or guarantee is subordinated to the rights of the Secured Parties in a manner satisfactory to the Security Agent;

(iv) if the Subordinated Indebtedness is provided by the Shareholders, the rate of interest under the Subordinated Indebtedness shall not be higher than the rate of interest under this Agreement if they are in the same currency. No amendment to the Subordinated Indebtedness which will increase the consideration amount payable by the Borrower to the subordinated lender may be made without the prior consent of the Security Agent (acting on the instructions of the Required Lenders);

(v) if the subordinated lender receives, recovers or realizes, by payment, set-off (other than as other permitted under this Agreement or the Account Agreement) or pursuant to court, arbitration or other legal proceedings, any amount (whether principal, interest or otherwise) in respect of the Subordinated Indebtedness, the subordinated lender shall hold that amount as agent for the Secured Parties and shall pay that amount (together with interest) to the Security Agent forthwith upon receiving, recovering or realizing it; and

(vi) if a bankruptcy petition is filed against the Borrower, the subordinated lender shall, at the request of the Security Agent, file a claim in respect of the Subordinated Indebtedness in such bankruptcy proceedings within the required period and shall pay any amount received in the course of the Borrower's bankruptcy which is referable to that claim to the Secured Parties immediately upon receipt of such sum;

Provided that, nothing in the Subordinated Indebtedness shall prevent or require the subordinated lender or the Borrower from agreeing to convert the Subordinated Indebtedness into share capital of the Borrower. CTLo

SCHEDULE G
Listing of Project Agreements

Project Agreements

1. PPA.

2. MOA.

3. EPC Contracts:

   3.1 Supply Contract dated 3 August 2016 between the Borrower as owner and Vintage EPC Company Limited as supplier.

   3.2 Construction Contract dated 3 August 2016 between the Borrower as owner and VTE International Construction Company Limited as contractor.

   3.3 Master Coordination Agreement dated 4 August 2016 between the Borrower, Vintage EPC Company Limited, VTE International Construction Company Limited and China Triumph International Engineering Company Limited.

   3.4 Primary Coordination Agreement dated 3 August 2016 between the Borrower, VTE International Construction Company Limited and Vintage EPC Company Limited.

4. Land Lease Agreements:

   4.1 Land Lease Agreement for 700 acres of land. It is expected that the land will be granted to AVA Capital Trading Ltd. ("AVA"), and AVA will lease the land to the Borrower.

   4.2 Land Lease Agreement for 136 acres of land. It is expected that the land lease agreement will be signed directly between MONREC and the Borrower

5. Operation and Maintenance Agreement between China Triumph International Engineering and the Borrower.

6. Any amendments, replacement and supplements to the agreements listed in (1) to (5) above. ꩻ

SCHEDULE H
Form of Assignment Agreement

[NOTE: USE OF THIS FORM OF ACCESSION CERTIFICATE MAY NOT EFFECTIVELY TRANSFER CERTAIN RIGHTS UNDER CERTAIN OF THE SECURITY DOCUMENTS]

To: Krung Thai Bank Public Company Limited
as **Facility Agent**, and

Krung Thai Bank Public Company Limited
as **Security Agent**

each for and on behalf of itself and the Lenders
(as defined in the Credit Facilities Agreement)

Accession Certificate

Relating to a credit facilities agreement dated 19 October 2016 and made among GEP (Myanmar) Co., Ltd. (the "**Borrower**"), Krung Thai Bank Public Company Limited as facility agent (the "**Facility Agent**") and Krung Thai Bank Public Company Limited as security agent (the "**Security Agent**"), and the financial institutions (of which [Transferor] (the "**Transferor**") is one) named in the Schedule A thereto as lenders (the "**Lenders**") (as amended from time to time, the "**Credit Facilities Agreement**").

Terms defined in the Credit Facilities Agreement have the same meanings herein.

1. In accordance with Section 19.12 of the Credit Facilities Agreement:

   (a) the Transferor hereby assigns and transfers to [Transferee] (the "Transferee") [•] percent of its rights and obligations under [Tranche A/Tranche B] of the Credit Facilities Agreement and the Security Documents in its capacity as a Lender amounting to USD [•]; and

   [insert details of commitments and outstandings transferred]

   (b) the Transferee hereby confirms and accepts, and the Facility Agent and the Security Agent on behalf of themselves and the other Lenders hereby confirm, its assumption of rights and obligations as stated in (a) above.

2. The Transferee hereby becomes, and the Facility Agent and the Security Agent on behalf of themselves and the other Lenders hereby confirm their agreement that the Transferee becomes, party to the following documents:

   (i) the Credit Facilities Agreement; and

   (ii) the Security Documents.

3. The Transferee hereby confirms that the details relating to its lending office, address and other details for service of notice contained on the signature page are accurate.

4. The Transferee confirms that it has received a copy of the Financing Documents together with such other documents and information as it has required in connection with this transaction and that it has not relied on and will not hereafter rely on the Transferor to check or enquire on its behalf into the execution, validity, enforceability, effectiveness, adequacy, accuracy or completeness of any such documents or information and further agrees that it has not relied on and will not rely on the Transferor to assess or keep under review on its behalf the financial conditional creditworthiness, affairs, status or nature of the Borrower or of any other party to the Financing Documents.

5. (a) The Transferee hereby appoints each of the Facility Agent and the Security Agent to act as its agent in connection with the Financing Documents in accordance with the terms of Section 18 of the Credit Facilities Agreement and authorizes each of and the Facility Agent and the Security Agent to exercise such rights, powers and discretions as are specifically delegated to it by the terms hereof and thereof together with such other rights, powers and discretions as are reasonably incidental thereto.

   (b) The Facility Agent and the Security Agent hereby confirm and accept the appointments as stated in (a) above.

6. The Transferee hereby undertakes with the Transferor and each of the other parties to the Credit Facilities Agreement that it will perform in accordance with their terms all those obligations which by the terms of the Credit Facilities Agreement will be assumed by it after delivery of this Accession Certificate to the Facility Agent and acknowledgement thereto by each of the parties countersigning the Accession Certificate and satisfaction of the conditions (if any) subject to which this Accession Certificate is expressed to take effect.

7. The Facility Agent and the Security Agent on behalf of themselves and the other Lenders on behalf of themselves and each of the other parties to the Credit Facilities Agreement hereby acknowledge that the Transferor shall be released, with effect from delivery of this Accession Certificate to the Facility Agent and satisfaction of the conditions (if any) subject to which this Accession Certificate is expressed to take effect, from all of its obligations under the Credit Facilities Agreement to the extent of the obligation so transferred under this Accession Certificate, except for any obligation which may have arisen prior to the effectiveness of this Accession Certificate.

8. The Transferor makes no representation or warranty and assumes no responsibility with respect to the execution, validity, enforceability, effectiveness or adequacy of the Financing Documents or any document relating thereto and assumes no responsibility for the financial condition of the Borrower or any other party to the Financing Documents or the performance and observance by the Borrower or any other party of any of its obligations under the Credit Facilities Agreement or any other document relating thereto, and any and all such conditions and warranties, whether express or implied by law or otherwise, are hereby excluded. CTW

9. This Accession Certificate and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Thailand.

10. This Accession Certificate is made this [•] day of [•] amongst the parties set out below.

SIGNATURES

Transferor:
[•]

By: ______________________
Name: ______________________
Title: ______________________

Address: ______________________
____
____

Attention: ______________________
Telephone: ______________________
Facsimile: ______________________

Transferee:
[•]

By: ______________________
Name: ______________________
Title: ______________________

Address: ______________________
____
____

Attention: ______________________
Telephone: ______________________
Facsimile: ______________________ CYLO

We hereby acknowledge and confirm the foregoing.

The Borrower:
GEP (Myanmar) Co., Ltd.

By: ________________________
Name: ________________________
Title: ________________________

Address: ________________________
____

Attention: ________________________
Telephone: ________________________
Facsimile: ________________________

We hereby acknowledge and confirm the foregoing.

The Facility Agent:
Krung Thai Bank Public Company Limited

By: ________________________
Name: ________________________
Title: ________________________

Address: ________________________
____
____

Attention: ________________________
Telephone: ________________________
Facsimile: ________________________ CTLO

We hereby acknowledge and confirm the foregoing.

The Security Agent:
Krung Thai Bank Public Company Limited

By: ________________________
Name: ________________________
Title: ________________________

Address: ________________________
____
____

Attention: ________________________
Telephone: ________________________
Facsimile: ________________________ CTW

SCHEDULE I
Estimated Total Project Costs

Project Costs

Fix asset summary

A. Total project cost (in USD)

No.	Type	Group	Item Description	Unit Price/watt	Phase 1 MW	Phase 2 MW	Phase 3 MW	Phase 4 MW	Total MW		
					50	0	0	0	50		
1	Equipment	PV module	PV Modules – 250W Poly-Crystalline Panels	0.53	26,500,000	-	-	-	26,500,000		
2	Equipment	BoP	Inverter & Combiner Boxes	0.08	4,000,000	-	-	-	4,000,000		
3	Equipment		A/C & D/C Distribution Cabinets	0.00	154,429	-	-	-	154,429		
4	Equipment		Monitoring System	0.00	114,777	-	-	-	114,777		
5	Equipment		Support Frame Structure	0.10	4,944,550	-	-	-	4,944,550		
6	Equipment		Cables (A/C and D/C)	0.12	6,000,000	-	-	-	6,000,000		
7	Equipment		Transformers (360V to 33KV)	0.01	610,614	-	-	-	610,614		
8	Equipment		Switchyard (from 33KV to 132KV or 230KV)	0.02	900,000	-	-	-	900,000		
9	Equipment		Grounding and Lightning protection	0.00	111,965	-	-	-	111,965		
10	Equipment		Shipping & Handling	0.02	1,018,423	-	-	-	1,018,423		
11	Equipment		Local Transportation	0.02	900,000	-	-	-	900,000		
12	Equipment		Insurance (Shipment)	0.00	4,915	-	-	-	4,915		
13	Equipment		Substation Area (HV Station)	0.06	3,000,000	-	-	-	3,000,000		
14	EDC		Engineering, Design and Construction Management	0.10	5,000,000	-	-	-	5,000,000		
15	Construction	Civil	Civil Work/Installation	0.20	10,000,000	-	-	-	10,000,000		
16	Workmanship	Workmanship	Site Operations Building	0.02	1,124,242	-	-	-	1,124,242		
17			Testing and Commissioning	0.01	250,958	-	-	-	250,958		
18			Insurance (EPC)	0.00	212,415	-	-	-	212,415		
19	Other	Other	Contingency	0.02	1,000,000	-	-	-	1,000,000		
			Front End ÷ Management ÷ Commitment	0.01	719,963	-	-	-	719,963		
20			Interest during construction	0.14	6,960,058	-	-	-	6,960,058	Rate of IDC	10.6%
21		Advisory	Technical Advisor	0.01	315,000	-	-	-	315,000		
22			Thai Legal Advisor	0.00	-				0		
23			Myanmar Legal Advisor	0.00	-				0		
24			Financial Advisor	0.00	-				0		
25		Pre-Dev	Pre-development study	0.00					0		
			Total Cost	1.4768	73,842,310	-	-	-	73,842,310		

SCHEDULE J
Security Documents

A. Myanmar Law Security Documents

1.	Mortgage of Leasehold Rights under the Land Lease Agreements
2.	Charge Over Accounts
3.	Security Assignment Agreement
4.	Share Pledge Agreements (duly stamped, notarized and consularised by Myanmar Embassy if signed abroad). 4.1. Shares of the Borrower: Green Earth Power (Thailand) Co. Ltd. (149,999 shares) 4.2. Shares of the Borrower: Mr. Supasit Pokinjaruras (1 share) 4.3. Shares of AVA Capital Trading Limited: Mr. Aung Thiha and other Myanmar shareholder.
5.	Assignments (Myanmar law) 5.1 Assignment of PPA between the Purchaser and the Borrower dated March 20, 2016. 5.2 Assignment of MOA between MOEP and GEP (Thailand) dated October 16, 2014. 5.3 Assignment of Insurance (if applicable)

B. Thai Law or Foreign Law Security Documents

6.	Assignments (i) Assignments of Warranty Security from: China Triumph International Engineering Co. Ltd. (Thai law) (ii) Assignments of Insurances and Reinsurances (iii) Assignments of Project Agreements • Master Coordination Agreement (Thai law) • Supply Contract (Thai law) • Construction Service Contract (Thai law) • Operation and Maintenance Agreement (Thai Law)

CTLO

7.	Share Pledge 1.1. Shares of Green Earth Power (Thailand): Noble Planet Pte. Ltd. (SG) 40% (Thai law) 1.2. Shares of Green Earth Power (Thailand): Planet Energy Holdings (SG) 48% (Thai law) 1.3. Shares of Green Earth Power (Thailand): Vintage Engineering (Thai) 12% (Thai law)
8.	Guarantees (Sponsors) including equity and cost overrun commitments and technical support (duly stamped notarized and consularised by Myanmar Embassy if signed abroad 3.1. Guarantee of Green Earth Power (Thailand) Co., Ltd. (Thai law) 3.2. Guarantee of Noble Planet Pte. Ltd. (SG) (Singapore law) 3.3. Guarantee of Planet Energy Holdings (SG) (Singapore law)
9.	Sponsors Support Agreement
10.	Assignment of Shareholder Loan
11.	Security Documents over Accounts under the Secured Transactions Act B.E. 2558
12.	Security Documents over the Borrower's assets as permitted under the Secured Transaction Act, B.E. 2558 and requested by the Security Agent
13.	Security Documents related to security interests in moveable property of the Borrower which becomes available as a result of enactment of future legislation and which the Security Agent requires.

All the above Security Documents shall be in form and substance satisfactory to the Security Agent. ៤១៦

SCHEDULE K
Hedging Policy

"**Approved Hedging Transaction**" means in relation to the Project, any foreign currency, interest rate or other swap, option, forward purchase or sale, or similar hedging transaction on arm's-length open market terms and conditions for the purpose only of (a) protecting the Borrower from fluctuations in value of any actual or contingent liability of the Borrower which is denominated in a currency other than USD during the Tranche A Availability Period, (b) protecting the Borrower from fluctuations in variable interest rates, or (c) reducing the overall interest costs of the Borrower, but not for speculative reasons.

1. The Borrower may, at its discretion, hedge its foreign currency exposure in respect of its payment obligations in respect of Project Costs denominated in a currency other than USD (if any) during the Tranche A Availability Period.

2. The Borrower shall, within February 2018, hedge seventy five percent (75%) of its interest rate exposure for the period from the date of such hedging transaction to the Final Maturity Date of Tranche A.

3. Such currency and interest rate hedging shall only be implemented through currency or interest rate swaps or other currency or interest rate hedging instruments agreed between the Borrower and the Facility Agent.

4. The Borrower shall ensure that the counterparty to each Approved Hedging Agreement is at all times an Approved Hedging Counterparty.

5. Each Approved Hedging Agreement entered into between the Borrower and a Lender shall become a Financing Document upon execution thereof. CTLO

SCHEDULE 3.1
Conditions Precedent to Initial Drawdown

Initial Drawdown:

(a) Documents of Borrower, Sponsors, Guarantors and the Shareholders. The Facility Agent has received all relevant corporate and other documents of the Borrower and each of the Shareholders, Sponsors and Guarantors (which is a juristic person) in form and substance satisfactory to the Facility Agent, including:

(A) Borrower and Myanmar Shareholder(s), Sponsor(s) and Guarantor(s):

(i) Certified True Copy of company registration certificate;

(ii) Certified True Copy of Form of Permit (Form 1);

(iii) Certified True Copies Memorandum of Association and Articles of Association;

(iv) Certified True Copy of the latest Form XXVI (list of directors, managers and managing agents);

(v) Certified True Copy of the latest Form VI (return of allotments) of the Borrower to reflect the paid up capital of USD 25,880,000 for 35% of the Project Cost;

(vi) Certified True Copy of the Certificate of Registration of Documents (CRD) to prove the completion of the above documents filed at DICA;

(vii) Certified True Copy of a resolution of the Borrower's board of directors, and shall approve the following:

(a) approving the execution and delivery and performance of the Transaction Documents to which it is a party;

(b) authorizing a specified person(s) to execute the Transaction Documents to which it is a party on its behalf;

(c) authorized a specified person(s) to execute all documents and notices (including any Drawdown request) under or in connection with the Transaction Documents to which it is a party.

(viii) A specimen of the signature of each person authorized by the resolution referred to in clause (vii) above;

(xiii) the MIC Permit and the Material Government Approvals required to be obtained prior to the Initial Drawdown Date; and

(xiv) a copy of the Original Financial Statements.

(B) Thai Shareholder(s), Sponsors and Guarantors:

(i) a copy of its memorandum of association of each of the Shareholders (which is a juristic person);

(ii) a copy of its articles of association of each of the Shareholders (which is a juristic person);

(iii) a copy of a list of its shareholders of each of the Shareholders (which is a juristic person);

(iv) a copy of the certificate of registration of each of the Shareholders (which is a juristic person) of the Companies Registration Office, Ministry of Commerce;

(v) an original affidavit of each of the Shareholders , Sponsors and Guarantors (which is a juristic person) issued by the Companies Registration Office, Ministry of Commerce;

(vi) a copy of the minutes of its board of directors' meeting of each of the Shareholders, Sponsors and Guarantors (which is a juristic person) approving the execution and delivery and performance of the Transaction Documents to which it is a party which have been executed prior to the Initial Drawdown Date;

(vii) specimen signatures of its authorized representatives of each of the Shareholders, Sponsors and Guarantors (which is a juristic person);

(viii) certified copies of identification cards of the authorized representatives of each of the Shareholders, Sponsors and Guarantors (which is a juristic person) who sign the Transaction Documents to which it is a party.

all such documents to be certified by the authorized representatives of the Borrower or each of the Shareholders, Sponsors and Guarantors (as the case may be) as true, complete, up-to-date as of the Initial Drawdown Date and in full force and effect.

(b) Financing Documents and Project Agreements. Each Financing Document (except Approved Hedging Agreement and the event the registration of the Mortgage of Leasehold Rights and Security Assignment Agreement with the Office of Registrar of Deeds has not been completed, evidence that the application to register the Mortgage of Leasehold Rights and Security Assignment Agreement with the Office of Registrar of Deeds has been filed), and each Project Agreement (except the registration of the Land Lease Agreements with the Office of Registrar of Deeds has not been completed, evidence that the application to register the Land Lease Agreements has been filed), all of which are in form and substance satisfactory to the Facility Agent,

has been duly executed and delivered by the parties thereto and, to the extent required by law, filed and registered.

(c) LTA Final Report and IA Final Report. The Facility Agent has received (i) the final reports from the LTA (which shall include evaluation on materials, project costs, technology and financial analysis, topography and climate of the Project site and natural disaster risks) together with written confirmation that the value of Project Cost is reasonable and acceptable and (ii) a final report from the IA (which shall include review of quotation of insurance policy during operation).

(d) COD. The Facility Agent has received (i) evidence that the COD has occurred, (ii) the Project's operation report of not less than two (2) months and (iii) evidence that at least one payment under the PPA is received.

(e) Insurance Broker Undertaking. The Facility Agent has received a letter of undertaking from the Borrower's insurance broker confirming that all then required insurances as specified in Section 12.5 and Insurance Program are in full force and effect on terms satisfactory to the Facility Agent.

(f) DSCR. Evidence that the Base Case of Financial Model demonstrates, until the Final Maturity Date of Tranche A, an average DSCR and a minimum DSCR of not less than 1.10:1 and a maximum D/E Ratio at 65:35.

(g) Auditor. Ernst & Young, Price WaterhouseCoopers, KPMG, Deloitte Touche Tohmatsu or another independent auditor approved by the Facility Agent has been appointed by the Borrower as its auditor.

(h) Taxes. All fees (including legal fees), stamp duties applicable to the Financing Documents and the Project Agreements, taxes, payments and reimbursement of expenses which are due and payable by the Borrower have been paid.

(i) Consents and Acknowledge Receipt. (i) The Consents and Agreement of counterparties to each Project Agreement which is subject to the Assignment of Project Agreements (other than the Purchaser, counterparty to MOA, reinsurers and OMA Contractor) have been received by the Security Agent, and (ii) the acknowledge receipts of consents and Agreement of the Purchaser.

(j) Insurance. (i) The Insurance Program has been agreed between the Security Agent and the Borrower; and (ii) all insurances and reinsurances (if applicable) required pursuant to Section 12.5 have been obtained and assigned and endorsed in favor of the Secured Parties

(k) Accounts. Evidence that all Accounts required to be opened by the Borrower have been opened.

(l) Advisor. The LTA and the IA have been engaged on terms satisfactory to the Required Lenders.

(m) Due Diligence Reports. The Facility Agent has received due diligence reports from Lenders' legal advisors (which shall include due diligence on land and PPA). CTLO

(n) Base Case Financial Model: The Facility Agent has received a Base Case Financial Model which has been agreed between the Borrower and the Lenders.

(o) Material Government Approvals. all Material Government Approvals required at relevant time in Schedule 11.3 for the Project have been obtained.

(p) Appraisal Report. Appraisal report the Project showing the appraised value acceptable to the Required Lenders and prepared by an independent appraisal firm approved by the Lenders and such report is approved by the Lenders.

(q) Confirmation from LTA. Confirmation from LTA, in form and substance acceptable to the Required Lenders, that in the LTA's reasonable judgment, all work required to be completed pursuant to the EPC Contract in relation to the Project has been substantially completed.

(r) Pro forma Capex Budget and Pro forma Operating Budget. The Facility Agent has received a pro forma Capex Budget and a pro forma Operating Budget of the Borrower.

(s) Phase 2-4 Projects. The Facility Agent has received evidence showing (i) the credit facilities agreement for financing of Phase 2-4 Projects are executed on the terms and conditions acceptable to the Lenders and (ii) the equity injection capacity of the Shareholders in Phase 2-4 Projects.

(t) Fee and Expenses then due and payable. Evidence that all fees and expenses then due and payable related to the appointment and engagement of the Lender's legal advisors have been made or will be paid out of proceeds of the first Tranche A Advance.

(u) Legal Opinions.

(i) A legal opinion from Chandler & Thong-ek Law Offices Limited, Thai legal counsel to the Lenders, in relation to the Thai law Financing Documents, addressed to the Facility Agent.

(ii) A legal opinion from Myanmar Legal Services Limited, Myanmar legal counsel to the Lenders in relation to the Myanmar law Financing Documents addressed to the Facility Agent.

(iii) A legal opinion(s) from legal counsel(s) acceptable to the Lenders in relation to the capacity of the non-Thai counterparties under the Project Agreements and enforceability of the Project Agreements addressed to the Facility Agent.

(v) EPGE. . (i) If EPGE has taken all obligations under PPA before the Initial Drawdown Date, evidence which is available and acceptable to the Lenders that EPGE has already taken all obligations under PPA, or (ii) if EPGE has not taken all obligations under PPA before the Initial Drawdown Date, evidence which is available and acceptable to the Lenders that EPGE has been mandated to take or that EPGE will take all obligations under PPA in the future. CTL6

(w) Financial Close under PPA. Evidence from the relevant government agency acceptable to the Lenders showing that the Phase 1 Financial Closing Date under the PPA has occurred.

(x) Reserve for Stamp Duties Payment. Evidence that the Account referred to in Section 12.28(c) is funded in the amount equal to the required amount stipulated by the Facility Agent to cover potential payment of stamp duties over this Agreement in Myanmar.

(y) Security Document in respect of the movable properties (including equipment) of the Project which are subject to security interest in favor of the EPC Contractors or the financier of the EPC Contractors. Evidence that such Security Document is duly entered into in favor of the Secured Parties and the application for the registration thereof is duly filed with the competent officers.

(z) Other. Each condition precedent in Schedule 3.2 has been satisfied or waived.

The evidence with respect to the fulfillment of each of the above conditions precedent shall be in form and substance satisfactory to the Lenders CTLO

SCHEDULE 3.2
Conditions Precedent to each Utilization and Drawdown

Each Utilization and Drawdown

(a) No Default. No Default has occurred and is continuing, or will occur as a result of the proposed Utilization or Drawdown.

(b) No Event. No event or circumstance has occurred and is continuing, which may have in the opinion of the Required Lenders a Material Adverse Effect;

(c) Representations. The Repeating Representations remain true and accurate.

(d) Government Approvals. All Material Government Approvals required for the Project at relevant time in accordance with Schedule 11.3 have been obtained and are in full force and effect.

(e) Borrower's certificate. Certificate from the Borrower stating that (a) all Repeating Representations of the Borrower under the Financing Documents are true in all material respects, except to the extent that any such representation and warranty related specifically to an earlier date, and (b) no Default has occurred and is continuing.

(f) LTA's certificate. With respect to a notice of Drawdown under Tranche A only, relevant invoices and the LTA's certificate related to the EPC Contract establish, that (a) the LTA has approved the cost certificate in respect of such disbursement of loans and determined that it does not disagree in any material respect with any of the statements or calculations contained therein, (b) in the LTA's reasonable judgment, all work required to be completed pursuant to the EPC Contract in relation to the Project in order for such payments to be made has been substantially completed, (c) there is no Forecast Funding Shortfall, and it does not reasonably anticipate that the COD will occur beyond 31 July 2017 or such later date agreed by the Required Lenders.

(g) Receipt. A copy of Receipt for each Tranche A Lender has been delivered to each such Tranche A Lender.

(h) D/E Ratio: D/E Ratio of the Borrower after each Utilization or Drawdown is not more than 65:35.

The evidence with respect to the fulfillment of each of the above conditions precedent shall be in form and substance satisfactory to the Facility Agent (or the Security Agent where so provided). CTD

SCHEDULE 11.3
Material Government Approvals

No.	Name of License	Authority	Timeline to Obtain	Time to Delivery to the Facility Agent
1.	MIC Permit	Chairman of MIC	Once the PAT accept the Proposal, 3-6 months.	As a condition precedent for the Initial Drawdown Date
2.	Permit to Trade (DICA Permit)	DICA	Temporary Certificate within (10) days of filing and (5) years Certificate after MIC Permit is received.	As a condition precedent for the Initial Drawdown Date
3.	Company Registration Certificate	DICA	Temporary Certificate within (10) days of filing and (5) years Certificate after MIC Permit is received.	As a condition precedent for the Initial Drawdown Date
4.	Certificate of Exporter/ Importer Registration	MOC	Upon application to MIC for MIC Permit	As a condition precedent for the Initial Drawdown Date.
5	Construction permit for a power plant, transmission lines and substations, buildings and other construction (if applicable);	Concerned City Development Committee or General Administrative Authorities, regional township, Magway Regional Government, Ministry of Transport and Communications and MOEE (as applicable)	If documents attached are complete, within one to two months.	As a condition precedent for the Initial Drawdown Date

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No.	Name of License	Authority	Timeline to Obtain	Time to Delivery to the Facility Agent
6.	Health and hygiene compliance certificates, if applicable	Township Health Department		As a condition precedent for the Initial Drawdown Date
7.	The Environmental and Socio-economic Impact Assessment Report, the report containing a study of the significant impact of the Plant on the physical, biological and socioeconomic environment. Such reports are split, being a report on Environmental Impact Assessment ("EIA") and a report on Social Impact Assessment.	MONREC	Prior to application to MIC for MIC Permit	As a condition precedent for the Initial Drawdown Date
8.	Permits required under the 2014 Electricity Law, Electricity Rules, and notifications and orders thereunder, if available	MOEE	Upon incorporation of project company/receipt of MIC Permit/execution of PPA.	As a condition precedent for the Initial Drawdown Date
9.	Approval to Open Non-resident Accounts in Thailand	Bank of Thailand		As a condition precedent for the Initial Drawdown Date
10.	Tax registration	Company Circle Tax Office of the Internal Revenue Department	Upon issue of permanent certificate of incorporation and DICA permit to trade	As a condition precedent for the Initial Drawdown Date

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No.	Name of License	Authority	Timeline to Obtain	Time to Delivery to the Facility Agent
11.	Approvals for security from Governmental land owner	Magway Regional Government as landowner, and the Union Government	Prior to execution of the relevant security document / condition for drawdown of the loan.	As a condition precedent for the Initial Drawdown Date
12.	Regional Government approval/no objection	Magway Regional Government	Begin seeking approvals as soon as Project Agreements have been executed (time is of the essence and may take awhile).	As a condition precedent for the Initial Drawdown Date
13.	Approvals for opening of any offshore currency accounts and transfer of loan proceeds directly to EPC Contractor or its Financier	MIC and Central Bank of Myanmar	After issue of MIC Permit	As a condition precedent for the Initial Drawdown Date

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POWER PURCHASE AGREEMENT

BETWEEN

MINISTRY OF ELECTRIC POWER
MYANMA ELECTRIC POWER ENTERPRISE

AND

GEP (MYANMAR) CO.,LTD.

FOR

170 MW_{AC}
SOLAR POWER PLANT
MINBU, MAGWAY REGION

Venue : Nay Pyi Taw

Date : March 20, 2016

POWER PURCHASE AGREEMENT

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FOR

170 MW_{AC}

SOLAR POWER PLANT

MINBU, MAGWAY REGION

Venue: Nay Pyi Taw

Date : March 20, 2016

Table of Contents

THIS POWER PURCHASE AGREEMENT (the "**Agreement**" or the "**PPA**") is made on this 20th day of March, 2016.

Between:

(1) **Myanma Electric Power Enterprise** ("**MEPE**") which shall include its legal representatives, successors and permitted assigns, represented by

U Htein Lwin, Managing Director
Myanma Electric Power Enterprise
Ministry of Electric Power
Office Building No. 27, Nay Pyi Taw, the Republic of the Union of Myanmar.

And

(2) **GEP (Myanmar) Co., Ltd.,** (the "**Seller**"), a subsidiary of Green Earth Power (Thailand) Co., Ltd., which shall include its legal representatives, successors and permitted assigns, incorporated under the laws of the Republic of the Union of Myanmar, represented by

U Aung Thiha, Managing Director
Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, the Republic of the Union of Myanmar.

The Seller and MEPE are also each referred to herein as a "**Party**" and collectively as the "**Parties**".

Whereas:

(A) The Government of the Republic of the Union of Myanmar has announced the policy of encouraging and promoting the development of independent power producers for generating electricity to meet electricity demands in the Republic of the Union of Myanmar.

(B) To advance such governmental policy, MEPE and the Seller have entered into this Agreement setting out the terms on which the Seller has agreed to develop, construct, finance, operate and maintain, and transfer a solar power plant with an estimated installed capacity of 220 MW_{DC} and maximum output of 170 MW_{AC}, in four (4) phases (each, "**Phase**"), as per the details set out in Schedule 7 (*Plant Technical Characteristics*), to be constructed and operated in Sagu Township, Minbu District, Magway Region, the Republic of the Union of Myanmar, including all ancillary facilities extending to the boundary of the Site (as defined below), to be constructed, operated and managed by the Seller to provide electricity to MEPE (hereinafter referred to as the "**Power Plant**").



Now, therefore, each of the Parties hereby agrees as follows.

Section 1 Definitions and Interpretations

1.1 Definitions

Unless otherwise defined herein, capitalized terms used herein shall have the following meanings, whether used in the singular or in the plural:

Availability The capability of the Facility (in MW_{AC}) to provide generating capacity and electricity to MEPE, regardless of the level at which MEPE dispatches the Facility, and **Available** shall be construed accordingly;

Availability Notice A statement in the form set out in Schedule 14 *(Format of Operation Notices)* declaring or revising the capability of the Facility to provide (i) generating capacity up to its Estimated Contracted Capacity and (ii) the other Contracted Operating Characteristics set out in Schedule 1 *(Operating Characteristics and the Major Equipment for the Power Plant)*;

Billing Period Each full calendar month in a Contract Year or, if shorter:

(a) the first Billing Period shall be the period commencing on the Phase 1 Commercial Operation Date of the Facility and ending on the last day of the then current calendar month; and

(b) the last Billing Period shall be the period commencing on the first day of the calendar month in which the Term, including any extension thereof, expires and ending on the day Term, including any extension thereof, expires;

Business Day Any weekday from Monday to Friday, excluding in each calendar year the national holidays of the Republic of the Union of Myanmar and other holidays designated by the Central Bank of Myanmar;

Calendar Day a twenty four (24) hour day from midnight (00:00) to midnight (24:00) denoted on a calendar;

Change-in-Law Any of the following events occurring after the Execution Date as a result of any action by any Governmental Authority: (i) a change in or repeal of an existing applicable Law, (ii) an enactment or making of a new Law, and (iii) a change in the manner in which a Law is applied or in the application or interpretation thereof (including any interpretation of environmental standards);

Commercial Operation Date The dates agreed upon by MEPE and the Seller in accordance with Section 6.4 after finishing the initial testing and commissioning of the Facility for each Phase, which are: Phase 1 Commercial Operation Date, Phase 2 Commercial Operation Date, Phase 3 Commercial Operation Date and Phase 4 Commercial Operation Date;

Commercial Operations Test The series of tests to determine the Net Electrical Generation and the Operating Characteristics of the Facility as set out in Schedule 11 *(Testing Procedure)*;

Conditions Precedent The conditions set out in Section 2.1;

Confirmation Statement A statement in the form set out in Schedule 14 *(Format of Operation Notices)* confirming the capability of the Facility to provide (i) generating capacity and its Estimated Contracted Energy, and (ii) the other Contracted Operating Characteristics set out in Schedule 1 *(Operating Characteristics and the Major Equipment for the Power Plant)*;

Connection The link between the Facility and the MEPE System;

Connection Point The physical point or points at which the Facility and the MEPE System are connected, that shall be situated in the Seller's switchyard.

Construction Commencement Date The dates agreed upon by MEPE and the Seller in accordance with Section 6.4 for the commencement of the construction of the New Transmission Facility, and the commencement of the construction of the Facility for each Phase, which are: Phase 1 Construction Commencement Date, Phase 2 Construction Commencement Date, Phase 3 Construction Commencement Date and Phase 4 Construction Commencement Date;

Contract Year

(a) for the first calendar year of the operation of the Facility, the period commencing on the Phase 1 Commercial Operation Date of the Facility and ending on 31 December of that calendar year;

(b) for each subsequent calendar year (other than the last calendar year of the Term, including any extension thereof), each period commencing on 1 January and ending on 31 December of the relevant calendar year; and

(c) for the last calendar year of the Term, including any extension thereof, the period commencing on 1 January of that calendar year and ending on the last day of the Term, including any extension thereof;

Contracted Capacity The total net power output to the grid (expressed in MW_{AC}) of the Facility which shall not exceed the Estimated Contracted Energy and Estimated Contracted Capacity as set out in Schedule 3 *(Estimated Contracted Energy and Estimated Contracted Capacity)*;

Contracted Operating Characteristics The Operating Characteristics of the Facility as set out in Schedule 1 *(Operating Characteristics and the Major Equipment for the Power Plant)*;

Declared Operating Characteristics In respect of the Operating Characteristics of the Facility, the latest value declared by the Seller in

accordance with Section 5.2, which shall, upon such declaration, supersede any prior Declared Operating Characteristics;

Default Rate Rates equal to zero point zero two percent (0.02 %) per day;

Design Limits The operational limits of the Facility as set out in Schedule 1 *(Operating Characteristics and the Major Equipment for the Power Plant)*; and revised from time to time as agreed by the Parties;

Dispatch The direction by MEPE's Control Centre to commence, increase, decrease or cease the delivery of electricity into the MEPE System;

Dispatch Instruction An instruction issued by MEPE's Control Centre to the Seller to perform one or more of the Declared Operating Characteristics or other operations permitted by this Agreement;

Dispute Any dispute, claim, difference or controversy arising out of, relating to or having a connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination, or the consequence of its nullity, and any dispute relating to any non-contractual obligations arising out of or in connection with this Agreement;

Effective Date The date, as may be agreed upon between the Parties, on which each of the Conditions Precedent is satisfied or waived and the performance of the obligations of the Parties under this Agreement shall commence;

ESIA Report Environmental and Socio-economic Impact Assessment Report, the report containing a study of the significant impact of the Project on the physical, biological and socioeconomic environment;

Emergency Condition Any event or condition that causes or threatens to cause an unsafe situation for the public, such as a significant disruption to the MEPE System that would adversely affect MEPE's ability to provide a safe, adequate and reliable supply of electricity to its customers, and the temporary breakdown of the national grid; or a situation where failure to curtail the service could lead to an imminent physical threat of danger to life, health or property;

Energizing Date The date determined in accordance with Section 6.4 on which the Connection is energized for the pre-operation testing and the start up of the Facility;

Estimated Contracted Capacity The estimated Contracted Capacity, subject to the permissible variances as set out in Schedule 3 *(Estimated Contracted Energy and Estimated Contracted Capacity)*;

Estimated Contracted Energy The estimated energy, which shall not exceed the annual energy output, measured in MWh, subject to the permissible variances as set out in Schedule 3 *(Estimated Contracted Energy and Estimated Contracted Capacity)*;

Event of Default An event, condition or circumstance described in Section 7.1.1 or 7.2.1;

Execution Date The date on which this Agreement is signed by the Parties;

Expert Any person appointed by agreement between the Parties pursuant to Section 11.2;

Facility The Power Plant, 230 kV switchyard, installed equipment, system, components, fixtures, and facilities for power production and the Seller's associated buildings, structures, roads, and other appurtenances;

Final Confirmation Statement This term shall have the meaning assigned thereto in Section 15.5;

Financial Closing Dates The dates on which the Financing Documents and other relevant documents are executed; the conditions precedent set out in the Financing Documents are satisfied (or waived), and, if applicable, the drawdowns become permissible for Phase 1 and Phase 2, which are: Phase 1 Financial Closing Date; and Phase 2 Financial Closing Date;

Financing Documents The agreements for the making available of any loans or any financing or refinancing for the development, construction, acquisition, operation and maintenance of the Facility, including but not limited to: (i) any reference to notes, bonds, indentures, and guarantees; (ii) any reference to any modification, supplement, extension or renewal of such financing documents; and (iii) any reference to, if notified by the Seller to MEPE, an engineering, procurement and construction contract in respect of the construction and development of the Project whereby the contractor is responsible for funding the total cost of construction of the Facility for any Phase until the completion of construction of such Phase, but only to the extent of such funding for any such Phase.

Financing Parties Any Person which provides loans, other financing, or refinancing to the Seller as evidenced by or pursuant to the Financing Documents, which are in effect at that time;

Force Majeure This term shall have the meaning assigned thereto in Section 9.1.1;

Force Majeure Grace Period This term shall have the meaning assigned thereto in Section 9.1.3;

Governmental Approval Any approvals, consents, permits, licenses or other authorizations from any relevant Governmental Authorities, which are required or necessary for the development, construction, financing, operation and maintenance of the Facility;

Governmental Authority The relevant government, administrative or regulatory authorities, agencies or ministries in the Republic of the Union of Myanmar having authority of the matters being described in this Agreement;

Governmental Force Majeure This term shall have the meaning assigned thereto in Section 9.1.2;

Grid Code any grid code notified to the Seller by MEPE in accordance with Section 3.2;

kW Kilowatt;

kWh Kilowatt-hour;

Land Lease Agreement The land lease agreements entered into by and between AVA Capital Trading Ltd. and Ministry of Environmental Conservation and Forestry, as the lessors, and the Seller, as the lessee, under which each lessor leases the Site to the lessee for the conducting of the Project as per the details set out in Schedule 20 (*Land Lease Agreement*);

Law The laws, statutes, rules, regulations and by-laws for the time being in force and effect in the Republic of the Union of Myanmar, including all notifications, orders, directive, procedures and any other instrument enacted, issued or promulgated by any Governmental Authority, as may be amended, consolidated, or replaced from time to time;

MEPE Security An unconditional and irrevocable letter of credit in each case expiring on 31 March of each year (other than with respect to the last MEPE Security which is to expire on the last day of the Term, including any extension thereof, or, if later, the date on which any amounts which may be payable by way of a drawing under the MEPE Security have been irrevocably paid in full), in the amount of:

(a) with respect to the first MEPE Security, an amount equal to the aggregate amount of the payment for the Estimated Contracted Energy during the period commences on the date on which the MEPE Security is issued and ending on the immediately subsequent 31 March;

(b) with respect to each MEPE Security other than the first MEPE Security and the last MEPE Security, an amount equal to the aggregate amount of the payment for the Estimated Contracted Energy as mutually agreed by the Parties during the twelve (12)-month period commencing on 1 April of each year and ending on 31 March of the following year; or

(c) with respect to the last MEPE Security, an amount equal to the aggregate amount of the payment for the Estimated Contracted Energy as mutually agreed by the Parties during the period commencing on 1 April of the relevant year and ending on the last day of the Term, including any extension thereof,

is to secure MEPE's obligations to pay amounts due from it to the Seller pursuant to this Agreement, and which shall:

(i) name the Seller as the beneficiary;

(ii) be an unconditional and irrevocable commitment to pay by the issuing financial institution; and

(iii) be issued by:

(aa) Myanmar Foreign Trade Bank; or

(bb) any other financial institution acceptable to both the Seller and MEPE (both acting reasonably);

MEPE System The bulk power network controlled or used by MEPE for the purpose of generating, transmitting and distributing electricity to MEPE's customers;

MEPE's Control Centre Any one of MEPE's National or Regional Control Centers.

Meter Reconciliation Statement A report issued in accordance with Section 15.1 following any meter test conducted pursuant to Section 2.4.3;

Metering Equipment The Primary Metering Equipment and Back-Up Metering Equipment as described in Schedule 10 *(Metering, SCADA and Communication Systems)*;

Metering Point The point on the Site at which the Metering Equipment is located, as further described in Schedule 10 *(Metering, SCADA and Communication Systems)*;

MIC Permit A permit issued in favour of the Seller by the Myanmar Investment Commission pursuant to the Foreign Investment Law (The Pyidaungsu Hluttaw Law No. 21/2012) (The 3rd Waning of Thadingyut, 1374 ME) (2 November 2012) and any rules, regulations, notifications or orders issued thereunder;

Month Calendar Month;

MW Megawatt;

MW_{AC} Megawatt alternating current;

MW_{DC} Megawatt direct current;

MWh Megawatt-hour;

Net Capacity Test The test to determine the net generating capacity and electrical energy of the Facility as set out in Schedule 12 *(Net Capacity Test)*;

Net Electrical Generation For any period, the net electrical energy delivered by the Facility as the context requires (measured in MWh as appropriate at the Metering Point), which shall not exceed the Estimated Contracted Energy as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*), into the MEPE System during such period;

New Transmission Facility the approximately one (1) mile transmission line, to be constructed by the Seller in order to connect the Facility to the MEPE System and the New 230 kV Transmission Line, along with extensions and modifications to the MEPE System, made in order to allow the connection of the Facility to the MEPE System;

New Transmission Facility Handover Date This term shall have the meaning assigned thereto in Section 2.3.7(c);

Notice A statement or notice in one of the forms set out in Schedule 14 *(Format of Operation Notices)* declaring, revising or confirming the capability of the Facility to provide its Contracted Operating Characteristics;

Operating Characteristics The parameters which define the capability of the Facility to respond to Dispatch Instructions as set out in Schedule 1 *(Operating Characteristics and the Major Equipment for the Power Plant)*;

Outage Notice A statement in the form set out in Schedule 14 *(Format of Operation Notices)* to be issued by the Seller pursuant to Section 5.2;

Payment Invoice/Credit Note A statement in the form set out in Schedule 6 *(Form of Payment Invoice/Credit Note)* issued by the Seller in accordance with Section 16.2;

Performance Security A letter of guarantee in the amount of USD three million (3,000,000) to secure the Seller's obligations to construct the Facility and the New Transmission Facility, and to procure the financial closings as scheduled pursuant to this Agreement, and which shall:

(i) name MEPE as the beneficiary;

(ii) be an unconditional and irrevocable commitment to pay by the issuing financial institution;

(iii) be issued by a financial institution acceptable to both MEPE and the Seller (acting reasonably); and

(iv) in substance form as set out in Schedule 21 (*Form of Performance Security*) or otherwise as mutually agreed by the Parties;

Person Any individual, corporation, association, organization or body of individuals;

Planned Outage Scheduled maintenance period including overhaul and repair;

Power Plant The solar power plant developed to produce the Estimated Contracted Energy and Estimated Contracted Capacity as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*) with an estimated capacity of 170 MW_{AC}, in four (4) Phases, to be constructed and

operated in Sagu Township, Minbu District, Magway Region, the Republic of the Union of Myanmar, including all ancillary facilities extending to the boundary of the Site, to be constructed, operated and managed by the Seller.

Project The design, development, construction, financing, operation, maintenance and transfer of the Facility under the terms of this Agreement;

Project Agreements This Agreement and any other agreements/documents relating to the Project that have been agreed by the Parties in writing;

Prudent Utility Practices The practices, methods and acts engaged in or accepted by a significant portion of the international electric generating industry for the Facility or equipment similarly situated to the Facility that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would be expected to accomplish the desired result in respect of the design, engineering, construction, operation and maintenance of the Facility or equipment associated with the Facility in a manner consistent with Law, Governmental Approvals, reliability, safety, economy, environmental protection and the construction, operation and maintenance standards recommended by the Facility's equipment suppliers and manufacturers;

Refinancing Documents The agreements which will replace the Financing Documents, provided that the new financing offers better terms than those of the Financing Documents and in accordance with Section 2.9 of this Agreement;

Scheduled Commercial Operation Date The dates set out in Section 6.4 with respect to the Facility on which each Phase of the Facility is scheduled to begin commercial operations;

Scheduled Construction Commencement Date The dates set out in Section 6.4 with respect to the commencement of the construction of each Phase of the Facility;

Scheduled Financial Closing Date The dates set out in Section 6.4;

Shareholder As of the Execution Date, Green Earth Power (Thailand) Co., Ltd., a parent company of the Seller, including any Person holding at least twenty five percent (25%) of the equity interest in the Seller;

Site The plots of land upon which the Facility is located; these plots of land are leased to the Seller pursuant to the Land Lease Agreement;

Term The period of this Agreement as specified in Section 6.1, subject to extension in accordance with Section 6.3;

Transfer Security A letter of guarantee to secure the Seller's obligations to transfer the Facility as scheduled pursuant to this Agreement and in accordance with Schedule 18 (*Transfer Procedure*), and which shall:

(i) name MEPE as the beneficiary;

(ii) be an unconditional and irrevocable commitment to pay by the issuing financial institution; and

(iii) be issued by a financial institution acceptable to both MEPE and the Seller (both acting reasonably);and

USD United States Dollar, the lawful currency of the United States of America.

1.2 Interpretation

In this Agreement (including its Schedules), unless otherwise stated:

1.2.1 Any references to:

(a) any agreement (including this Agreement or any Schedule hereto) shall be construed, at any particular time, as including a reference to the relevant agreement(s) as it may have been amended, modified, supplemented or renewed; and

(b) a particular Section or Schedule shall be a reference to the relevant Section or Schedule in or to this Agreement.

1.2.2 Words in the singular may be interpreted as referring to the plural and vice versa, and words denoting natural persons may be interpreted as referring to corporations and any other legal entities and vice versa.

1.2.3 Whenever this Agreement refers to a number of days, such number shall refer to the number of calendar days unless Business Days are specified. A requirement that a payment be made on a day which is not a Business Day shall be construed as a requirement that the payment be made on the next Business Day.

1.2.4 The words "include" and "including" are to be construed as being at all times followed by the words "without limitation", unless the context so otherwise requires.

1.3 Table of Contents and Headings

The table of contents and headings are inserted for convenience only and are not to be applied for purposes of construction and interpretation of this Agreement.

Section 2 Condition Precedent, Facility Development and Connection Arrangements

2.1 Conditions Precedent

2.1.1 As Conditions Precedent to the effectiveness of this Agreement (other than this Section 2.1), the Seller shall be responsible for delivering the following documents to MEPE in form and substance satisfactory to MEPE and the Seller:

(a) each Land Lease Agreement executed by the Seller;

(b) evidence that the Financing Documents for the development and construction of Phase 1 of the Facility have been executed by the Seller;

(c) the Performance Security; and

(d) evidence that the Seller has obtained any Governmental Approvals required as at the relevant date for the Seller to commence the performance of its obligations under this Agreement, including, if required at the relevant date, an MIC Permit, and the ESIA Report (without, in any way, limiting the obligations of MEPE to assist the Seller in obtaining the relevant Governmental Approvals).

2.1.2 As Conditions Precedent to the effectiveness of this Agreement (other than this Section 2.1), MEPE shall be responsible for delivering Generating License issued by Ministry of Electric Power in form and substance satisfactory to MEPE and the Seller.

2.1.3 Each Party shall use its best endeavors to satisfy the Conditions Precedent for which it is responsible promptly after the Execution Date of this Agreement.

2.1.4 When a Party is satisfied, in good faith and reasonable manner, that the Conditions Precedent which are to be delivered to it under this Section 2.1 have been received by it (or prepares to waive receipt of any such Condition(s) Precedent), that Party shall promptly provide written notice of the satisfaction or, where applicable, waiver, of the relevant Condition(s) Precedent to the other Party.

2.1.5 If, by the date falling one hundred and eighty (180) days after the Execution Date of this Agreement, which may be extended upon mutual agreement by the Parties, a Party (the "**Defaulting Party**") has failed to provide the Conditions Precedent that it is required to provide to the other Party the "**Non-Defaulting Party**") in accordance with Sections 2.1.1 and 2.1.2 above (as applicable) so that the Non-Defaulting Party has not been able to issue a notice under Section 2.1.4 above to confirm the satisfaction of all Conditions Precedent which are

to be delivered to it, the Non-Defaulting Party may issue a notice to the Defaulting Party terminating this Agreement on sixty (60) days' notice and, unless the relevant Conditions Precedent are delivered to the Non-Defaulting Party and the Non-Defaulting Party issues a notice under Section 2.1.4 above before the end of the sixty (60)-day notice period, this Agreement will be automatically terminated at the end of the sixty (60)-day notice period. The effect of the termination will be that this Agreement will be considered null and void as if it had never been entered into by the Parties and MEPE, following the prompt resolution of any claims that have been raised by either Party on or before that point in time (if any), release or return to the Seller the Performance Security that MEPE is holding at that date. Nothing in this Section is to be construed as limiting any rights that either Party may have against the other Party in those circumstances for breach of contract or under general Law for action already taken in connection with this Agreement.

2.1.5 Notwithstanding any other provisions of this Agreement, the following provisions shall take effect from the Execution Date of this Agreement:

(a) any other provisions of this Agreement that are required in connection with the interpretation of this Agreement; and

(b) any other provisions of this Agreement that require the Seller to be responsible for, pay or otherwise indemnify MEPE for any amounts incurred prior to the Effective Date.

2.2 Obligations to Construct

2.2.1 The Seller shall construct, test and commission the Facility. The Seller shall procure and confirm that the Facility's switchyard shall be ready for the Connection to be energized on the Energizing Date, and that the Facility shall be ready for Dispatch on the respective Scheduled Commercial Operation Dates.

2.2.2 The Seller shall construct and handover the New Transmission Facility to MEPE by the New Transmission Facility Handover Date.

2.2.3 MEPE shall make the New Transmission Facility ready for the Connection to be energized on the Energizing Date, and for the Facility to be Dispatched on the Phase 1 Commercial Operation Date, which shall include, but not be limited to, the completion of the construction of the new 230 kV (Kilovolts) transmission line (the "**New 230 kV Transmission Line**") route which includes the Oakshitpin - Taunggup - Maei - Ann - Minbu transmission line.

2.2.4 MEPE shall make the New Transmission Facility ready for the Connection to be energized on the Energizing Date, and for the Facility to be Dispatched on the Phase 3 Commercial Operation Date, which shall include, but not be limited to, the completion of the construction

of the new 230 kV (Kilovolts) transmission line (the "**New 230 kV Transmission Line**") route which includes the Minbu – Taungdwingyi transmission line.

2.3 Construction and Licensing of the Facility

The Parties shall comply with the following provisions:

2.3.1 The Seller shall apply for, obtain, and maintain at its own expense, each Governmental Approval necessary for the Seller to develop, construct, operate and maintain the Facility and the New Transmission Facility and otherwise perform its obligations under this Agreement. MEPE shall assist the Seller, when reasonably requested and at the Seller's cost, in obtaining the relevant Governmental Approvals. Notwithstanding the foregoing, the Seller shall be solely responsible for obtaining such Governmental Approvals.

2.3.2 The Seller shall construct the Facility in accordance with Schedule 7 (*Plant Technical Characteristics*) to meet the Contracted Operating Characteristics set out in Schedule 1 *(Operating Characteristics and the Major Equipment for the Power Plant*) and use its best efforts to cause the Facility to meet the milestones as set out in Section 6.4, except as extended by the mutual agreement of the Parties.

The capacity of the Facility shall not exceed the estimated installed capacity of 220 MW_{DC}. In the event that the Seller would like to increase the installed capacity, the Seller shall obtain an approval from the MEPE in writing prior to such change.

2.3.3 The Seller shall construct, complete, repair and modify the Facility so that it shall, at all time, operate in compliance with all applicable Laws, including environmental laws and in accordance with Schedule 8 (*Environmental, Social and Labor Standards and Requirements*).

2.3.4 The Seller shall construct the Facility, either by itself or through third party contractors, according to the Prudent Utility Practices and in a workmanlike and professional manner.

2.3.5 The Seller shall allow representatives of MEPE to inspect the construction at the Site at any reasonable time during construction, start-up, and testing of the Facility, provided that MEPE shall notify the Seller in writing reasonably in advance of any inspection and shall cooperate with the Seller to minimize interference with the Seller's contractors at the Site.

2.3.6 The Parties shall cooperate with each other in accordance with the terms of this Agreement in the construction of the Facility, the New Transmission Facility and in connecting the Facility to the MEPE System.

2.3.7 Handover of the New Transmission Facility

(a) As soon as the Seller is ready, or expects by a specified future date to be ready, to hand over the New Transmission Facility to MEPE, it shall provide a notice confirming the proposed handover date to MEPE. This date shall not be before the required testing is carried out.

(b) Within thirty (30) days of receipt of a notice under paragraph (a) above, MEPE shall carry out an inspection of the New Transmission Facility to determine whether the New Transmission Facility has been successfully completed (including that all required testing has been completed) in accordance with the requirements set out in Schedule 9 (*New Transmission Facility*). If MEPE is satisfied (acting reasonably) therewith, MEPE shall issue a certificate to the Seller confirming this. If MEPE is not satisfied therewith, MEPE shall promptly notify the Seller of this, providing the reasons that MEPE is not satisfied, and MEPE shall provide these details to the Seller. The Seller shall then address any matters which prevented MEPE from being satisfied therewith and, once the Seller is satisfied that all relevant matters have been addressed, the Seller shall issue a further notice to MEPE under paragraph (a) above.

(c) If MEPE has issued a certificate under paragraph (b) above confirming that the New Transmission Facility has been successfully completed, the Parties shall agree on a date to be the "**New Transmission Facility Handover Date**", on which date the New Transmission Facility will be transferred to MEPE on terms reasonably satisfactory to MEPE (such terms to include the assignment or novation of any contracts relating to the New Transmission Facility, including one year warranty provided by the Seller to construct or provide services in relation to the New Transmission Facility (the "**New Transmission Facility Warranty Period**")).

(d) Subject to the New Transmission Facility having been transferred to MEPE in accordance with paragraph (c) above, on and from the New Transmission Facility Handover Date, except for during the New Transmission Facility Warranty Period, which shall be the responsibility of the Seller, MEPE shall be responsible for all matters relating to the New Transmission Facility, including with respect to the operation and maintenance of the New Transmission Facility, and the Seller shall not have any liability from the New Transmission Facility Handover Date with respect to the New Transmission Facility, except to the extent that the New Transmission Facility has not been constructed, tested and commissioned in accordance with the requirements of this Agreement and Schedule 9 (*New*

Transmission Facility) or a breach of the warranty provided pursuant to paragraph (c) above.

(e) The Seller warrants to MEPE that the New Transmission Facility has been constructed, tested and commissioned in accordance with the requirements of this Agreement and is otherwise fit for their intended purpose.

(f) During the New Transmission Facility Warranty Period, the Seller shall, promptly upon receiving a written request from MEPE to do so, at the Seller's risk and cost correct all defects, deficiencies and faults with respect to the New Transmission Facility which arise from the design, engineering, manufacturing, materials, equipment, components, tools, supplies, construction, testing, commissioning or workmanship of or with respect to the New Transmission Facility not being in accordance with the requirements of this Agreement.

(g) The Seller shall bear all the costs concerning the construction of the New Transmission Facility.

(h) Following the New Transmission Facility Handover Date, MEPE may elect to construct a new radial 230 kV transmission line from the Facility to the Minbu substation for the facility interconnection, replacing any facility interconnection currently in place, and whereby MEPE shall bear all the construction costs and provide proper notice to the Seller for this new interconnection.

2.4 Metering

2.4.1 The Seller shall install, own and maintain, at its expense, all Metering Equipment and associated transformers. The Metering Equipment shall have the specifications set out in Schedule 10 *(Metering SCADA and Communication Systems)*.

The Seller, at its expense, shall provide (i) all metering structures, and (ii) surge protection and the necessary primary switches to isolate the metering installation. The specifications of such structures and switches shall be subject to MEPE's approval which shall not unreasonably be withheld or delayed.

2.4.2 The Metering Equipment shall be sealed in the presence of both MEPE and the Seller, and the seals shall only be broken in the presence of both Parties for inspection, testing or adjustment. MEPE, at its expense, shall be entitled to have an authorized representative present to monitor any test of the Metering Equipment.

2.4.3 The accuracy of the Metering Equipment shall be tested annually by the Seller at its expense, and the Seller shall give MEPE at least fourteen (14) days prior written notice of the date of such annual test.

Either Party may request additional tests of the accuracy of the Metering Equipment in writing at least fourteen (14) days prior to the proposed date of testing. The Seller shall bear the costs of any such additional tests, except that MEPE shall bear such costs if (i) MEPE requests the additional test, and (ii) the test demonstrates that the Metering Equipment is performing within the allowable tolerance limit of plus or minus two tenths of one percent (± 0.2%).

Whenever any Metering Equipment is found to be defective or not performing within the allowable tolerance limits, it shall be adjusted, repaired, replaced, or re-calibrated by the Seller at its expense.

2.4.4 If any of the Metering Equipment fails to register, or if the Metering Equipment is found upon testing to be inaccurate by more than plus or minus two tenths of one percent (± 0.2%) in measuring Net Electrical Generation delivered, an adjustment shall be made correcting all measurements by the inaccurate or defective metering device for billing purposes, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

(a) if the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by the Primary Metering Equipment, the Parties shall use the Back-Up Metering Equipment to determine the amount of such adjustment, provided that the Back-Up Metering Equipment is operating within the allowable tolerance limit of plus or minus two tenths of one percent (± 0.2%). If the Back-Up Metering Equipment is found upon testing to be inaccurate by more than the allowable tolerance limit of plus or minus two tenths of one percent (± 0.2%), and the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by the Back-Up Metering Equipment, the Parties shall, as soon as practicable, on the basis of procedures to be mutually agreed upon by the Parties (which may be based upon deliveries of the Net Electrical Generation), estimate the amount of the necessary adjustment on the basis of deliveries of the Net Electrical Generation to the MEPE System during periods of similar operating conditions when the Primary Metering Equipment was registering accurately;

(b) if the Parties cannot agree on the period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) one half of the period from the last test of the Metering Equipment, and (ii) the one hundred and eighty (180) days

immediately preceding the test that found the Metering Equipment to be defective or inaccurate; and

(c) to the extent that the adjustment period covers a period of deliveries for which payment has already been made by MEPE, the Seller shall use the corrected measurements as determined in accordance with this Section 2.4.4 to re-compute the amount due for the period of the inaccuracy and shall subtract the previous payments by MEPE for such period from such re-computed amount. If the difference is a positive number, such difference shall be paid by MEPE to the Seller; and if the difference is a negative number, such difference shall be paid by the Seller to MEPE. Payment of such difference shall be made by means of an additional charge on the next statement.

2.5 Communication Requirements

2.5.1 The Seller shall install, maintain and operate the instrumentation set relating to metering. The Seller shall also provide tele-metering equipment to facilitate remote monitoring of the measurements and indications of such instrumentation.

2.5.2 All installation, maintenance, lease, service or purchase costs for communications and remote indication units at the Facility specified in Schedule 10 *(Metering, SCADA and Communication Systems)* shall be paid by the Seller. The costs of communications between the Facility and the MEPE System shall be borne by the Seller unless initiated by MEPE.

2.6 Initial Inspection of the Connection Point

2.6.1 When the Facility's switchyard is ready for the Connection to be energized, the Seller shall notify MEPE in a statement to such effect in a form reasonably acceptable to MEPE. The inspection and testing of the Connection Point and the Facility's switchyard in accordance with Schedule 15 *(Connection Point Inspection and Testing)* shall be scheduled for a date to be agreed by the Parties which shall not be more than fourteen (14) days after MEPE's receipt of such statement.

2.6.2 On the date agreed upon pursuant to Section 2.6.1, the Seller shall carry out the inspection and testing of the Connection Point and the Facility's switchyard in accordance with Schedule 15 *(Connection Point Inspection and Testing)*. MEPE may attend and monitor the inspection and testing of the Connection Point and the Facility's switchyard.

2.6.3 MEPE shall review the results of the inspection and testing of the Connection Point and the Facility's switchyard to meet the requirements set out in Schedule 15 *(Connection Point Inspection and Testing)*.

2.6.4 If the Facility's switchyard or the Connection Point is not ready for energizing due to its inability to meet the requirements set out in Schedule 15 *(Connection Point Inspection and Testing)*, MEPE shall provide a report to the Seller, noting the requirements for the Facility's switchyard or the Connection Point that have not yet been satisfied. The Seller shall, at its expense, make such changes to the Facility's switchyard or the Connection Point as are required and inform MEPE when a further inspection can take place. MEPE and the Seller shall agree on a date for this inspection. If after such inspection, MEPE has reported that the Facility's switchyard or the Connection Point is not ready, MEPE and the Seller shall determine and remedy the cause of such unreadiness.

2.7 Testing

2.7.1 Before each Commercial Operation Date of the Facility, at the entire completion of the Facility, the Seller shall conduct the Net Capacity Test for the Facility. Such test will (i) determine the Facility's Estimated Contracted Energy, and (ii) verify the Facility's Contracted Operating Characteristics. The Seller shall provide thirty (30) days' advance written notice to MEPE of such test of the Facility. After such thirty (30) days' notice has been given, the Seller shall provide at least seven (7) days' prior written notice to MEPE of any rescheduling of the date of such test. MEPE may attend and monitor the Net Capacity Test of the Facility.

The Seller shall bear the costs and expenses of the Net Capacity Tests.

2.7.2 After the Phase 1 Commercial Operation Date of the Facility, the Facility shall be tested annually during each Contract Year to establish the Estimated Contracted Energy. The Estimated Contracted Energy so established (i) may be more or less than the Estimated Contracted Energy for the Facility as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*), but (ii) may not exceed the maximum of the Facility's Estimated Contracted Capacity as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*). The Seller shall bear the costs and expenses of all such annual tests.

2.8 Review by MEPE

Notwithstanding any other provisions of this Agreement, any review by MEPE of any materials, documents, designs, drawings, schedules, design data or other information submitted by the Seller concerning the Facility under this Agreement or prior to the Execution Date, or any consent by MEPE to any modification in the Facility's construction, or any inspection or testing of the Facility by MEPE, or any presence of MEPE to witness any test performed by the Seller, whether undertaken pursuant to this Agreement or not, shall not be deemed to constitute an endorsement of the Facility nor a warranty or other assurance by MEPE of the safety, durability or reliability of the Facility, nor release the Seller from any of its obligations under this Agreement.

2.9 Financial Arrangements

2.9.1 No later than the date falling sixty (60) days, or any date which falls before such sixty (60)-day period as promptly informed by the Seller to MEPE, before the relevant date on which the Seller enters into any Financing Documents in connection with the debt financing for each Phase (which shall have the relevant Financial Closing Date falling no later than the Scheduled Financial Closing Dates), the Seller shall, for information purposes only, provide MEPE with a detailed term sheet setting out the material terms of the debt financing to which the Financing Documents relate. The Seller shall also, upon MEPE's request, provide to MEPE:

(i) a detailed draft financial model for each Phase incorporating the terms of the proposed financing; and

(ii) as soon as reasonably practicable after the relevant documents are produced, drafts of the material Financing Documents.

2.9.2 The Seller may not enter into any Refinancing Documents if MEPE has not approved the Refinancing Documents in accordance with the terms of this Section, provided that such an approval shall not be unreasonably withheld or delayed.

2.9.3 No later than the date falling sixty (60) days, or any date which falls before such sixty (60)-day period as promptly informed by the Seller to MEPE, before the date on which the Seller enters into any Refinancing Document, the Seller shall provide to MEPE:

(i) a detailed term sheet setting out the material terms of the proposed refinancing to which the Refinancing Document relates;

(ii) a detailed draft financial model for the remaining part of the Project incorporating the terms of the proposed refinancing; and

(iii) as soon as reasonably practicable after the relevant documents are produced, drafts of the material Refinancing Documents, together with a request by the Seller to MEPE to enter into the Refinancing Documents.

2.9.4 MEPE shall review any documents provided under Section 2.9.3 above and:

(i) if MEPE is of the view (acting reasonably) that the relevant documents are acceptable, promptly approve the entry into the relevant Refinancing Documents; or

(ii) if MEPE is of the view (acting reasonably) that the relevant documents are not acceptable because the arrangements proposed under the relevant documents would, or would be reasonably likely to, materially impair the Seller's ability to perform its obligations under this Agreement or the proposed arrangements (including the identity of the proposed Financing Parties) are inconsistent with any formal policy of

any relevant Governmental Authority or would breach any applicable Laws, promptly notify the Seller of this and provide reasonable details of the reason for which the proposed Refinancing Documents are not acceptable.

2.9.5 If the Seller receives a notice under Section 2.9.4(ii) above from MEPE, the Seller shall address any matters raised in the notice and, once the Seller is satisfied that all matters have been addressed, re-submit the relevant documents in accordance with Section 2.9.3 above.

2.9.6 If following the date of the Seller's re-submission of the relevant documents to MEPE under Section 2.9.5 above, MEPE and the Seller cannot agree upon the terms of any Refinancing Documents to be entered into, either Party may refer the matter for determination by an Expert in accordance with Section 11.2.

2.9.7 Following receipt by the Seller of a notice from MEPE under Section 2.9.4(i) above, or following a determination by an Expert pursuant to Section 2.9.6 above which results in the form of the relevant Refinancing Documents being settled or deemed to be approved, the Seller may enter into the relevant Refinancing Documents in the appropriate form.

2.9.8 If MEPE does not provide a notice under Section 2.9.4 above either approving or not approving the relevant Refinancing Documents within fifteen (15) Business Days of the Seller making a request for approval in accordance with Section 2.9.3 above, MEPE shall be deemed to have approved the relevant Refinancing Documents, and the Seller may enter into the Refinancing Documents that are deemed to have been approved.

2.9.9 Without limiting any other provision of this Section, the Seller shall, for information purposes only, within thirty (30) days of the entry into any Financing Documents or Refinancing Documents, provide certified copies of the Financing Documents and the Refinancing Documents to MEPE.

Section 3 Provision and Purchase of Availability and Electricity

3.1 Contracted Operating Characteristics

3.1.1 The Seller shall throughout the Term, including any extension thereof, maintain, repair and operate the Facility as required by the Prudent Utility Practices and all applicable Laws to ensure the provision of the Estimated Contracted Energy and the Contracted Operating Characteristics.

3.1.2 The Seller shall ensure that it does not at any time declare or allow to remain outstanding, with respect to the Facility, Declared Operating Characteristics which declare the Operating Characteristics of the Facility to be different from the Contracted Operating Characteristics or reduce Availability except:

(a) during periods of Planned Outage or otherwise with the consent of MEPE;

(b) while repairing or maintaining the Facility or equipment necessary to the operation of the Facility where such repair or maintenance cannot reasonably, in accordance with the Prudent Utility Practices, be deferred to a period of Planned Outage;

(c) if necessary to avoid an imminent risk of injury to persons or material damage to property (including the Facility);

(d) if it is not lawful for the Seller to operate the Facility;

(e) to the extent that the Seller is affected by Force Majeure or Governmental Force Majeure; or

(f) during the period of the curtailment by MEPE as set out in Section 3.5.

3.1.3 Notwithstanding Sections 3.1.1 and 3.1.2, the Seller shall not be required to declare Availability or Operating Characteristics exceeding the requirements specified in Schedule 1 *(Operating Characteristics and the Major Equipment for the Power Plant)*.

3.2 Compliance with Grid Code

The Parties agree to comply with the Grid Code as per the details set out in Schedule 13 (*Grid Code*).

3.3 Sale and Purchase of Electricity

3.3.1 The Seller shall deliver to the Connection Point and sell to MEPE, and MEPE shall purchase from the Seller, on the terms and conditions of this Agreement, the Net Electrical Generation. The Net Electrical Generation generated from the Facility in response to the Dispatch Instructions, delivered to MEPE shall be measured at the Metering Point as per the details set out in Schedule 10 (*Metering, SCADA and Communication Systems*) using the Primary Metering Equipment. If the Primary Metering Equipment is inaccurate, otherwise defective or being tested pursuant to Section 2.4, the measurements recorded by the Back-Up Metering Equipment shall be used to measure the Net Electrical Generation.

3.3.2 The Seller shall not deliver any electricity generated by the Facility to any third party during the Term or any extension of the Term made in accordance with this Agreement.

3.4 Dispatch Instructions

The Seller shall operate the Facility as a fully dispatchable facility. Subject to the terms and conditions of this Agreement and Schedule 4 (*Scheduling and*

Dispatch Procedures), MEPE shall have the sole right and discretion to schedule and Dispatch the generation of electricity from the Facility and the delivery thereof into the MEPE System, provided that MEPE shall Dispatch the Facility in a manner that is consistent with:

(a) the principle of merit order Dispatch, subject to the needs of the MEPE System;

(b) the Prudent Utility Practices; and

(c) all applicable Law, regulations and permits.

Except in the Emergency Conditions, MEPE shall only issue Dispatch Instructions that are in accordance with the Seller's declared Availability and Declared Operating Characteristics of the Facility as notified by the Seller from time to time. The Seller may but shall not be obliged to comply with any Dispatch Instruction that would require the Seller to operate the Facility beyond its declared Availability or Declared Operating Characteristics at the relevant time unless such Dispatch Instruction is stated to be issued under the Emergency Conditions. In the Emergency Conditions, the Seller shall not be required to operate the Facility beyond its Design Limits or in any manner that would be inconsistent with the Prudent Utility Practices.

3.5 No Curtailment

Neither Party shall curtail or interrupt the delivery, acceptance, sale and/or purchase of the Net Electrical Generation for any reason, including economic reasons, except that MEPE may curtail or interrupt the delivery, acceptance, sale and/or purchase of the Net Electrical Generation if the curtailment constitutes an Allowable Curtailment or pursuant to Section 4.3. During the period of the curtailment, MEPE shall pay the Seller for any Net Electrical Generation actually delivered and measured by the Metering Equipment.

If, notwithstanding the foregoing paragraph, the delivery of the Net Electrical Generation is curtailed or the delivery, acceptance, sale and/or purchase of the Net Electrical Generation is otherwise interrupted by MEPE, and any such reduction of the Net Electrical Generation is not a result of an Allowable Curtailment or pursuant to Section 4.3, then:

(a) either Party may request in writing by notice to the other Party a determination of the potential energy curtailed, and the Parties shall agree on the potential energy curtailed during the period for which such curtailment exists, or, failing agreement between the Parties within ten (10) Business Days after the aforementioned notice, appoint an Expert to make such determination pursuant to the provisions for the resolution of a Dispute under Section 11.2; it being understood by the Parties that such potential energy for the period of such curtailment represents, in aggregate, the quantity in MWh of the Net Electrical Generation that would have been produced by the Facility had such

reduction of the Net Electrical Generation not occurred (the "**Curtailed Potential Energy**");

(b) the Parties shall deduct from the Curtailed Potential Energy any Net Electrical Generation actually delivered and measured by the Metering Equipment during the period that the Net Electrical Generation was reduced (such difference, the "**Compensable Curtailment Energy**"); and

(c) MEPE shall pay to the Seller for such Compensable Curtailment Energy all amounts that the Seller would have received from MEPE under this Agreement had such Compensable Curtailment Energy actually been delivered as the Net Electrical Generation.

"**Allowable Curtailment**" means any reduction in the delivery of the Net Electrical Generation arising out of or resulting from any of the following circumstances:

(i) an Emergency Condition;

(ii) any action taken by the Seller results in breach of the New Transmission Facility interconnection which reduces or limits the allowable energy output of the Facility;

(iii) maintenance outages, whether planned or unplanned, of any part of the transmission system or any testing of transmission system; or

(iv) the Seller's failure to maintain in full force and effect any permit to construct or operate the Facility,

provided that with respect to paragraphs (ii) and (iv) above, the relevant circumstances does not arise out of or result from any act or omission by any Governmental Authority or the occurrence of a Governmental Force Majeure event.

3.6 Operation and Maintenance Reports

In each calendar quarter, the Seller shall submit to MEPE an operation and maintenance report containing the information set out in Schedule 17 *(Quarterly Operation & Maintenance Report Format)*.

3.7 Facility Operation and Reliability Standards

The Seller shall at all times during the Term of this Agreement, including any extension thereof, operate, maintain and repair the Facility in a manner consistent with Prudent Utility Practices and shall control and operate the Facility consistent at all times with the operating procedures referenced below in this Section 3.7.

(a) The Seller shall provide a maintenance schedule for the Facility for the first year of operation at least thirty (30) days prior to the Phase 1 Commercial Operation Date.

(b) Thereafter, the Seller shall submit to MEPE annual maintenance schedules no later than October 1 of each year that cover the twelve (12) month period starting January 1 and ending December 31 and a long-term maintenance schedule that will encompass the immediately ensuing four (4) maintenance years.

MEPE shall provide written notice of any reasonable objections to the proposed annual maintenance schedule within seventy five (75) days of receipt thereof, and failure to so object shall be deemed approval of the annual maintenance schedule.

(c) The Seller shall furnish MEPE with reasonable advance notice of any change in the annual maintenance schedule. Reasonable advance notice of any change in the annual maintenance schedule involving any shutdown of the entire Facility is as follows:

<u>Un-Scheduled Outage Expected</u>

Duration	Advance Notice to MEPE
Less than 2 days	at least 7 days
2 to 5 days	at least 14 days
Over 5 days	at least 30 days

(d) The Seller shall not schedule any planned maintenance outages for the entire Facility during any weekday of any on-peak period without the prior written approval of MEPE, not to be unreasonably withheld, delayed or conditioned.

3.8 Generation forecast

The Seller shall provide daily generation forecast data at least one day prior to the production day and provide generation forecasts every ten (10) minute interval electronically or via telephone communications.

Section 4 Delivery of Electricity

4.1 Quality of Supply

If at any time the supply of electricity from the Facility does not comply with its electrical characteristics or the provisions of this Agreement dealing with the Connection as a result of a breach by the Seller of any such requirements, the Seller shall take the steps necessary pursuant to the Prudent Utility Practices to remedy such non-compliance as soon as possible.

4.2 Title and Risk of Loss

Title to and risk of loss of any electricity generated by the Facility and delivered to MEPE in accordance with this Agreement shall pass to MEPE at the Connection Point.

4.3 Fluctuation of the Facility

4.3.1 After the Phase 1 Commercial Operation Date and throughout the Term of this Agreement, including any extension thereof, the Seller shall use its best efforts to control and maintain the output of the Facility, provided that the fluctuation in the output shall not be over thirty percent (30%) throughout any thirty (30)-minute time interval. In the event that there is such fluctuation, MEPE is entitled to curtail the delivery of the electrical energy from the Facility.

In the event that there is a fluctuation in the output of over thirty percent (30%) throughout any thirty (30)-minute time interval caused solely by the operations of the Facility and not caused by the MEPE System, the Seller shall pay liquidated damages to MEPE in an amount equal to USD five thousand (5,000) during each Calendar Day this occurs.

4.3.2 Notwithstanding Section 4.3.1, in case that the Seller fails to control the output and there is reliable and reasonable evidence that such failure to maintain the fluctuation results in the breakdown of the MEPE System, the Seller shall pay liquidated damages to MEPE in an amount equal to USD twenty five thousand (25,000) per the occurrence(s) of the breakdown of the MEPE System during each Calendar Day.

4.3.3 The Parties agree that:

(i) the Seller shall be liable to pay the liquidated damages for each Calendar Day on which there is a failure pursuant to either Section 4.3.1 or Section 4.3.2, but in any event of a failure under both Sections 4.3.1 and 4.3.2, the Seller shall only be required to pay the liquidated damages under Section 4.3.2; and

(ii) the liquidated damages payable by the Seller to MEPE pursuant to this Section 4.3 shall not exceed the following amounts:

(A) USD one hundred and eighty seven thousand five hundred (187,500) for the period commencing from the Phase 1 Commercial Operation Date until the day before the Phase 2 Commercial Operation Date;

(B) USD three hundred and seventy five thousand (375,000) for the period commencing from the Phase 1 Commercial

Operation Date until the day before the Phase 3 Commercial Operation Date;

(C) USD five hundred and sixty two thousand five hundred (562,500) for the period commencing from the Phase 1 Commercial Operation Date until 31 December of the year in which the Phase 4 Commercial Operation Date takes place; and

(D) USD seven hundred and fifty thousand (750,000) per each Contract Year commencing on 1 January of the year following the year that the Phase 4 Commercial Operation Date takes place.

Section 5 Tariffs

5.1 Calculation of Tariffs

MEPE shall purchase the actual delivered energy at a tariff rate of USD twelve point seventy five (12.75) Cents per kWh (the "**Tariff**") commencing on the Phase 1 Commercial Operation Date of the Facility onwards and throughout the Term of this Agreement, including any extension thereof. The Seller shall be entitled to receive payments from MEPE calculated in accordance with the provisions of Schedule 2 (*Payment and Tariffs*).

5.2 Notices of Availability and Declared Operating Characteristics

5.2.1 The Seller shall keep MEPE informed of the Availability and Operating Characteristics of the Facility by issuing Availability Notices and Outage Notices.

5.2.2 Any Availability Notice or Outage Notice may be given by telephone. The Notice shall be confirmed by facsimile or electronic mail as soon as possible thereafter and in any event shall be sent to MEPE within two (2) hours. Where a facsimile copy or an electronic mail copy is so sent by way of confirmation, it shall state clearly that it is in confirmation of a Notice already given by telephone and shall state the exact time at which the Notice was given by telephone.

Section 6 Critical Dates and Duration of Agreement

6.1 Initial Term

The Agreement is effective from the Effective Date and shall expire after a period of thirty (30) years from the Phase 1 Commercial Operation Date of the Facility (the "**Term**"), unless otherwise extended or terminated in accordance with the provisions of this Agreement.

The Parties agree that the Phase 1 Commercial Operation Date may be extended as set out in Section 6.5 which shall result in that the commencement of the Term may be extended subsequently, provided that

such extension shall not exceed two (2) years from the Scheduled Phase 1 Commercial Operation Date. The Parties shall have a discussion in good faith in the case that the extension will be more than two (2) year-period.

6.2 Survival of Rights on Termination

The expiration or termination of this Agreement shall not affect any rights or obligations which may have accrued prior to or in connection with such expiration or termination, and shall not affect the continuing obligations of each of the Parties under this Agreement or any other agreement between the Parties which are expressed to continue after such expiration or termination.

6.3 Extension of Agreement

The Term may be extended upon terms and conditions mutually satisfactory to the Parties, provided that the Parties shall agree on the extension of the Term within twenty four (24) months prior to the expiry of the Term.

6.4 Milestones

6.4.1 The Seller shall comply with the following scheduled milestones in connection with the construction, development and operation of the Facility and the New Transmission Facility.

	Phase 1	Phase 2	Phase 3	Phase 4
New Transmission Facility Handover Date	Within 180 days after the Execution Date			
Scheduled Financial Closing Date	Within 90 days after the Execution Date	Within 90 days after the Phase 1 Commercial Operation Date		
Scheduled Construction Commencement Date	Within 30 days after the Phase 1 Scheduled Financial Closing Date	Within 30 days after the Phase 2 Scheduled Financial Closing Date		
Energizing Date	30 days before the Phase 1 Commercial Operation Date			
Scheduled Commercial Operation Date	480 days after the Execution Date	360 days after the Phase 1 Commercial Operation Date	360 days after the Phase 2 Commercial Operation Date, contingent on the completion of	360 days after the Phase 3 Commercial Operation Date

	Phase 1	Phase 2	Phase 3	Phase 4
			the Minbu – Taungdwingyi transmission line as per Section 2.2.4.	

6.4.2 In the event that the construction of the Facility and the New Transmission Facility is completed earlier than otherwise anticipated, or new alternative dates are proposed in replacement of each of the dates specified in Section 6.4.1, the Seller shall issue a notice to MEPE by no later than the date falling three (3) months before the proposed relevant dates set out in the notice.

For the avoidance of doubt, MEPE shall not be required to accept the notice issued later than the dates set forth in the paragraph above. This Agreement shall be deemed to be amended so that the dates set out in Section 6.4.1 shall be the dates set out in the notice if MEPE accepts the notice (acting reasonably).

6.5 Extension of Milestones and Term

6.5.1 Each of the dates set out in Section 6.4 shall be equitably extended to take into account the effect of the Force Majeure (including Governmental Force Majeure) preventing the achievement of the relevant date that has occurred and is continuing.

6.5.2 Each of the dates set out in Section 6.4 shall be equitably extended where failure to achieve the relevant date is due to the actions or omissions of MEPE, including but not limited to the delay in the completion of the construction of the New 230 kV Transmission Line, or any Governmental Authority (which failure is not otherwise attributable to the Seller, a Shareholder, or any other contractor or subcontractor of any of them).

6.5.3 For each day of Force Majeure (other than Governmental Force Majeure) affecting MEPE or Governmental Force Majeure occurring after the respective Commercial Operation Date, the Term of this Agreement, including any extension thereof, shall be extended by one day, up to a maximum number of days equal to any Force Majeure Grace Period that applies to the relevant Force Majeure (other than Governmental Force Majeure) affecting MEPE or Governmental Force Majeure affecting either Party.

6.5.4 For each day of Force Majeure (other than Governmental Force Majeure) affecting the Seller occurring after the respective Commercial Operation Date, the Term of this Agreement, including any extension thereof, shall be extended by one day.

6.5.5 In the event that the Seller fails to comply with any one of the dates set out in Section 6.4 and the Seller has already paid the liquidated damages to MEPE for such delay, the Parties agree to enter into a good faith discussion in relation to the revision of the relevant milestones, provided that the revised milestones shall replace the dates set out in Section 6.4.

Section 7 Default and Termination

7.1 Termination by the Seller

7.1.1 Each of the following events shall be considered an Event of Default with respect to MEPE:

(a) MEPE fails to pay any undisputed amount due and payable to the Seller under this Agreement, and the failure to pay continues unremedied for a period of forty five (45) days after the date on which the Seller gives notice to MEPE of the failure to pay;

(b) MEPE is dissolved or liquidated, other than voluntary dissolution or liquidation as part of a reorganisation, privatisation or reincorporation;

(c) MEPE is reorganised, privatised, reincorporated or abolished by Law or any other governmental action, without, in all cases, any successor being one or more of the following:

(i) an entity owned or controlled by the Government of the Republic of the Union of Myanmar;

(ii) an entity not owned or controlled by the Government of the Republic of the Union of Myanmar but which is capable of performing the obligations of MEPE under this Agreement and which is acceptable to the Seller, in each case whose performance under this Agreement is supported by the undertakings of the Ministry of Electric Power (the "**MOEP**"); or

(iii) any other entity reasonably acceptable to the Seller;

(d) except as permitted in accordance with Section 21.4, MEPE makes a general assignment of this Agreement or any of its rights under this Agreement or of its interest in the Facility for the benefit of its creditors;

(e) any representation or warranty made by MEPE in connection with this Agreement is false or misleading when made or when deemed to be made or repeated;

(f) MEPE enters into voluntary insolvency proceedings or is declared bankrupt under any insolvency law;

(g) MEPE fails to replenish or to replace an MEPE Security as required under Section 8.5 and the failure remains unremedied for a period of thirty (30) days; or

(h) MEPE fails to comply with any of its obligations under this Agreement, the failure to comply continues unremedied for a period of sixty (60) days from the date on which the Seller gives notice to MEPE of the failure to comply, or, if a further period is required to remedy the failure and, at all times during the sixty (60)-day period and this further period, MEPE, is using all reasonable endeavours to remedy the relevant failure, a further period of one hundred and twenty (120) days.

7.1.2 Without limitation to any other remedy available to it, and subject to any applicable remedy period specified in the relevant provisions having already expired, the Seller shall be entitled to immediately terminate this Agreement by written notice to MEPE if an Event of Default by MEPE has occurred.

7.1.3 If this Agreement is terminated pursuant to Section 7.1.2 above, the provisions of Schedule 19 (*Termination*) shall apply.

7.1.4 After any termination of Section 7.1.2, the Seller may exercise any rights or remedies it has under the Law, including seeking monetary compensation for damages, injunctive relief and/or specific performance.

7.2 Termination by MEPE

7.2.1 Each of the following events shall be considered an Event of Default with respect to the Seller:

(a) the Seller fails to pay any undisputed amount due and payable to MEPE under this Agreement, and the failure to pay continues unremedied for a period of forty five (45) days after the date on which MEPE gives notice to the Seller of the failure to pay;

(b) at any time after the Phase 1 Commercial Operation Date, damage (excluding any damage caused by Force Majeure or Governmental Force Majeure) to the Facility renders the Facility substantially incapable of generating electricity and the Parties agree (or it is otherwise determined as the result of a Dispute under Section 11) that it is unlikely that the Facility can be restored within eighteen (18) months from the date the damage occurred to a condition that will allow the Estimated Contracted Energy established for the Facility that has, at the time of the damage, achieved its Commercial Operation Date to be at least eighty percent (80%) of its Contracted Capacity immediately following restoration;

(c) if the Parties agree (or a determination is made pursuant to a Dispute under Section 11) on restoration of the Facility in accordance with paragraph (b) above, the Seller fails to carry out the restoration within the timeframe specified in paragraph (b) above and the restoration remains uncompleted ninety (90) days from the date on which MEPE gives notice to the Seller of this failure;

(d) the Seller is dissolved or liquidated, other than voluntary dissolution or liquidation as part of a reorganisation or reincorporation;

(e) except as permitted in accordance with Section 21.4, the Seller makes a general assignment of this Agreement or any of its rights under this Agreement or of its interest in the Facility for the benefit of its creditors or the Seller transfers all or substantially all of its assets to another Person;

(f) the Seller enters into voluntary insolvency proceedings or is adjudicated bankrupt under any insolvency law;

(g) the Seller fails to comply with any of its obligations under this Agreement and the failure to comply continues unremedied for a period of ninety (90) days from the date on which MEPE gives notice to the Seller of the failure to comply;

(h) the relevant Construction Commencement Date fails to occur by the Scheduled Construction Commencement Date, and the Construction Commencement Date has still not occurred thirty (30) days after the date on which MEPE gives notice to the Seller of this failure;

(i) the New Transmission Facility Handover Date fails to occur by the scheduled New Transmission Facility Handover Date and the New Transmission Facility Handover Date has still not occurred ninety (90) days after the date on which MEPE gives notice to the Seller of this failure;

(j) the relevant Commercial Operation Date fails to occur by its Scheduled Commercial Operation Date and the relevant Commercial Operation Date of the relevant Phase has still not occurred two hundred and forty (240) days after the date on which MEPE gives notice to the Seller of this failure;

(k) the Seller abandons the Project for forty five (45) consecutive days and, after receiving notice from MEPE, fails:

   (i) to indicate within ten (10) Business Days of receipt of the notice, its intent to resume such activities within a period of time acceptable to MEPE; and

(ii) to resume the Project activities within that period of time;

(l) there is a transfer of an equity ownership interest in the Seller which is not in accordance with Section 20 and MEPE's prior written approval of the transfer, to the extent required by Section 20, has not been given and the breach continues unremedied for a period of thirty (30) days from the date on which the transfer occurred;

(m) the relevant Financial Closing Date fails to occur by its Scheduled Financial Closing Date (other than to the extent that the delay is caused by a breach by MEPE of this Agreement) and the Financial Closing Date has still not occurred forty five (45) days after the date on which MEPE gives notice to the Seller of this failure, unless by that date the Seller has provided MEPE with copies of irrevocable and unconditional written commitments from the Shareholder to provide capital contributions to the Seller in amounts sufficient to enable the Seller to fund the development, construction and completion of the Facility;

(n) the Seller fails to provide the Performance Security or the Transfer Security to MEPE by the date required under Section 8.1, and the Performance Security or the Transfer Security has still not been provided sixty (60) days after the date on which MEPE gives notice to the Seller of this failure;

(o) the Seller enters into any Refinancing Documents without the prior approval of MEPE pursuant to Section 2.9;

(p) any representation or warranty made by the Seller in connection with this Agreement is false or misleading when made or when deemed to be made or repeated; or

(q) the Seller delivers electricity to a third party in breach of Section 3.3.2, and the delivery of electricity to the relevant third party continues for ninety (90) days after MEPE gives notice to the Seller of this breach.

Notwithstanding the preceding paragraph, the Seller shall not be in default if the relevant Event of Default: (i) results from MEPE's breach or default; or (ii) results from a Force Majeure event (including any Governmental Force Majeure).

7.2.2 Without limitation to any other remedy available to it, and subject to any applicable remedy period specified in the relevant provisions having expired, MEPE shall be entitled to immediately terminate this Agreement by written notice to the Seller if an Event of Default by the Seller has occurred.

7.2.3 If this Agreement is terminated pursuant to Section 7.2.2 above, the provisions of Schedule 19 (*Termination*) shall apply.

7.2.4 After any termination of Section 7.2.2, MEPE may exercise any rights or remedies it has under the Law, including seeking monetary compensation for damages, injunctive relief and/or specific performance.

7.3 Step-In Rights

7.3.1 MEPE may assume operational responsibility (in full or in material part) for the Facility in the capacity of an operator in the place of (i) the Seller or (ii) any third party operator appointed by the Seller in order to continue operation of the Facility or complete any necessary repairs required to ensure uninterrupted availability of electrical energy from the Facility (such right of MEPE is hereinafter referred to as the "**Step-In Rights**").

7.3.2 The Step-In Rights shall be available to MEPE at any time during which an Event of Default by the Seller has occurred and is continuing which could reasonably be expected to materially adversely affect the Seller's ability to operate and maintain the Facility in accordance with this Agreement.

7.3.3 Notwithstanding Section 7.3.2 above, MEPE may step-in prior to an Event of Default having occurred at any earlier time when the Seller has breached this Agreement, but the remedy period provided for in this Agreement has not expired, if the Seller is not diligently attempting to remedy the applicable breach.

7.3.4 For so long as the Financing Documents or the Refinancing Documents (if any) remain in effect, MEPE will not exercise its Step-In Rights:

(a) without first obtaining the consent of the Financing Parties, in respect of which the Seller shall use reasonable endeavours to obtain from the Financing Parties if requested to do so by MEPE; or

(b) if the operation of the Facility has been assumed by any Financing Party or any assignee or designee of the Financing Parties and that had also been approved in advance by MEPE (acting reasonably).

7.3.5 The Seller shall use reasonable endeavours to cause the Financing Parties to enter into an agreement, which shall, in any event, contain an express acknowledgement from the Financing Parties of MEPE's Step-In Rights.

7.3.6 In connection with the exercise by MEPE of the Step-In Rights under this Section, the Seller shall do all things required to ensure that MEPE

will be able to properly operate the Facility in accordance with the Prudent Utility Practices. Without limiting the Seller's obligations under this paragraph, MEPE may expressly request any further information from the Seller and require the Seller to take any action which it considers necessary or desirable in connection with the exercise of its Step-in Rights and the subsequent operation of the Facility, including the right to possess and use the Site under the Land Lease Agreement, the assignment to it, or its designated agent or contractor, of the Seller's rights in relation to the Project Agreements and the taking of all actions required to allow MEPE to exercise the Seller's rights under all Governmental Approvals in connection with the operation of the Facility.

7.3.7 In no event will MEPE's decision to operate the Facility by way of the exercise of the Step-In Rights be deemed to be a transfer of title or a transfer of the Seller's obligations or liabilities as owner. During the period of its step-in, MEPE shall be deemed to be an independent contractor regarding the operation or repair of the Facility.

7.3.8 During any period when MEPE is operating the Facility, MEPE shall:

(a) be entitled to reasonable remuneration for MEPE's services as an operator charged at the international standard rates of remuneration for comparable services; and

(b) make payments which the Seller is unable to meet for maintenance, repairs, insurance and any other operating costs of the Project (including taxes) as are necessary to enable MEPE to operate the Facility or otherwise exercise its rights under this Section, together with all regularly scheduled payments under the Financing Documents of principal, interest, fees, indemnities, reserves and other amounts owing (in each case pro-rated for the amount attributable to such period) as notified to MEPE in writing by a designated representative of the Financing Parties.

7.3.9 The Parties shall cooperate with each other and execute and deliver all documents as may be necessary or desirable to meet the requirements of Section 7.3.8 above.

7.3.10 The payments referred to in Section 7.3.8 above shall be regarded as funds advanced monthly by MEPE to the Seller to the extent not covered by the applicable payments that would have been payable during that period. MEPE shall be entitled to the payment of these amounts in full and with interest calculated at the Default Rate from the date each payment is due. MEPE will obtain these payments from the relevant payments due to the Seller.

7.3.11 During any period when MEPE is operating the Facility, MEPE shall use reasonable endeavours to produce and deliver electrical energy to

the MEPE System, subject to the Facility being operable at the time of the Step-In Rights or later being made operable by repairs or otherwise. Throughout this period of time, MEPE shall exercise due care in repairing, operating and maintaining the Facility in accordance with the Prudent Utility Practices and, in so doing, shall comply with all applicable Laws. During this period, MEPE will have the same liability, including liability for damage to the Facility, to the Seller as would a third party operation and maintenance contractor with respect to the operation and maintenance of a facility in the condition in which MEPE finds the Facility upon the exercise of its rights.

7.3.12 MEPE shall have the right to discontinue making payments under Section 7.3.8 above and to immediately terminate this Agreement upon written notice to the Seller if at any time MEPE reasonably determines that the Event of Default leading to the exercise by MEPE of its Step-In Rights cannot be cured, or that the Seller is unlikely to repay, or to be unable to repay, the funds advanced by MEPE under Section 7.3.8 above.

7.3.13 MEPE shall have the right to return operational responsibility for the Facility to the Seller at any reasonable time by giving at least seven (7) days' prior written notice to the Seller, provided that MEPE shall return the Facility to the Seller in a condition no worse than that immediately prior to the assumption of the operational responsibility for the Facility by MEPE (ordinary wear and tear excepted).

7.3.14 MEPE shall not, in any circumstances, be responsible for nor have any liability resulting from any conditions of the Facility or at the Site that existed prior to MEPE's exercise of its Step-In Rights.

7.3.15 The operation of the Facility by MEPE shall not relieve MEPE from its obligations to perform under this Agreement. The failure by MEPE to meet its obligations as a responsible operator of the Facility under Section 7.3.10 above shall not give rise to an Event of Default by the Seller for which MEPE shall have the right to exercise remedies under Sections 7.1.2 and 7.1.4.

7.3.16 If the breach or Event of Default that led to the exercise by MEPE of its Step-In Rights is cured, MEPE shall promptly return the operation of the Facility to the Seller and shall, at that time, assign to the Seller MEPE's rights with respect to all agreements assigned by the Seller to MEPE pursuant to Section 7.3.6 above.

7.4 Extension of Remedy Period

Upon the expiry of the remedy period explicitly specified in Section 7.1.1 or Section 7.2.1 and Section 7.1.2 or Section 7.2.2, the following procedure shall apply:

(a) the Party that is not the subject of such Event of Default (the "**Non-Defaulting Party**") may give a termination notice (the "**Termination Notice**") to the other Party (the "**Defaulting Party**"), specifying in reasonable details the Event of Default giving rise to such Termination Notice, and the date on which the Non-Defaulting Party proposes to terminate this Agreement, which date shall not be less than forty five (45) days after the date of such notice (or such longer period as may be provided herein).

(b) during the period of forty five (45) days (or such longer period as may be provided herein and set forth in the Termination Notice or as the Parties may otherwise agree) following the giving of such Termination Notice (the "**Remedy Period**"), the Parties shall consult as to what steps shall be taken with a view to (i) mitigating the consequences of and (ii) curing such Event of Default.

(c) At the expiry of the Remedy Period, if the applicable Event of Default has not been cured and the Parties have not agreed to extend the Remedy Period, the Non-Defaulting Party may terminate this Agreement by giving written notice thereof to the Defaulting Party, whereupon this Agreement shall terminate on the date specified for termination in such notice or such later date as the Parties shall have agreed.

7.5 Suspension of Performance and Remedies at Law

Upon the occurrence of an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to (i) suspend its performance under this Agreement, and (ii) exercise such other remedies provided for in this Agreement or at Law, to the extent not inconsistent with the terms of this Agreement, including, without limitation, the termination right set forth in Section 7.1.2 or 7.2.2 and Section 7.4, as the case may be.

In the event that the Seller suspends its performance under this Section, MEPE shall continue to pay any sums payable pursuant to this Agreement according to Section 3.5 on the same basis as if the MEPE Event of Default had constituted a curtailment that is not an Allowable Curtailment.

7.6 Other Rights to Terminate

Without prejudice to any other remedy to which either Party may be entitled for a breach of this Agreement, the Parties agree that Section 7 and Section 9.6 state the only circumstances in which either Party may terminate this Agreement.

7.7 Transfer of the leasehold of the Site

Upon the transfer of the Facility under this Agreement, MEPE shall be entitled to use and possess the Site and all rights, interests, easements and rights of way and other appurtenances thereto throughout the term that the Power Plant is able to be economically operated, without any cost and expense. The Parties

acknowledge that the Land Lease Agreement has included a provision to such effect.

Section 8 Security and Liquidated Damages

8.1 Establishment of the Performance Security and the Transfer Security

8.1.1 The Seller shall:

(a) within forty five (45) days after the Execution Date, provide the Performance Security to MEPE; and

(b) on the date specified in Schedule 18 (*Transfer Procedure*) as being the date on which the Transfer Security is to be provided, provide the Transfer Security to MEPE.

8.1.2 The Seller shall maintain (or renew prior to expiry) the relevant security until the later of:

(a) in the case of the Performance Security, the Phase 4 Commercial Operation Date; and

(b) in the case of the Transfer Security, the date specified in Schedule 18 (*Transfer Procedure*),

and, in each case, the date on which any amounts:

(i) which have been claimed by MEPE; or

(ii) which may become payable following the resolution of any Dispute which has been raised by either Party, in each case on or before the date in paragraph (a) or (b) above (as applicable),

have been irrevocably paid in full. The Seller agrees to provide any replacement of the bank guarantees representing the Performance Security or the Transfer Security if there is a drawing on any of those securities.

8.1.3 If a Performance Security or a Transfer Security has stated expiration date prior to the date that it shall be maintained, and MEPE does not receive a replacement security or extension endorsement on the date falling at least ten (10) Business Days prior to the then current stated expiration date of the Performance Security or the Transfer Security, MEPE shall be entitled to draw on the full amount of that Performance Security or Transfer Security and hold the proceeds as security for the Seller's obligations to be applied as contemplated in this Agreement. Any proceeds of the drawing on the Performance Security or the Transfer Security shall be returned to the Seller or at the Seller's direction by MEPE upon the receipt by MEPE of a replacement Performance Security or Transfer Security.

8.2 MEPE's Right to draw on the Performance Security

8.2.1 The Seller acknowledges and understands:

(a) that MEPE has entered into this Agreement in reliance on and in consideration of the Seller's representation that each of the four (4) Phases of the Facility shall be in operation no later than the respective Scheduled Commercial Operation Date, and the Seller has sufficient funds for the development, construction and completion of the Facility; and

(b) that MEPE is able to include the Estimated Contracted Energy in its various capacity forecasts on this basis.

8.2.2 The Seller further acknowledges and understands that in order to meet its obligations as a public utility provider, MEPE shall have adequate assurance that the construction of the Facility and the New Transmission Facility, is proceeding in a timely fashion in order to forecast adequately and meet the MEPE System's capacity needs as well as to avoid incurring production costs higher than those planned by MEPE.

8.2.3 Given this, the Seller agrees that MEPE shall have the right in each instance to draw against the Performance Security in accordance with the following procedure:

(a) if the Seller is in default and becomes liable to pay liquidated damages under Sections 4.3, 8.3 and/or 8.4 or MEPE is otherwise entitled to compensation or other amounts which, in each case, are secured by a Performance Security, MEPE may claim such amounts by issuing an invoice for such amount to the Seller and send it via facsimile or electronic mail, and requiring the Seller to make direct payment to MEPE of such amount within forty five (45) days from the date of the invoice. The original copy of the invoice shall be delivered by express courier no later than the next Business Day;

(b) if the Seller fails to make payment of the invoiced amount in full by the due date, MEPE may draw on the Performance Security securing the relevant unpaid amounts in an amount equal to the invoiced amount (less, in the case of the invoice having been partially paid, any amounts actually received by MEPE with respect to the invoice) to satisfy such unpaid amount. The existence of the Performance Security and any drawing on the applicable Performance Security shall not in any way detract from the Seller's obligations in this respect.

(c) if the invoiced amount exceeds the amount of the Performance Security or the Performance Security is expired pursuant to Section 8.1.2(a), the Seller shall make direct payment of such

excess amount or the said amounts as set out in Section 8.2.3(a) to MEPE in accordance with Section 16, and MEPE shall be entitled to set-off the outstanding payment under this Section 8.2.3 with the amount of payment due to the Seller from MEPE pursuant to Section 16.2, which shall be reflected in the invoice for the Billing Period following the obligation of the Seller to pay the liquidated damages.

8.2.4 MEPE shall release or return the relevant security (but not the proceeds of any drawings then made and drawings that may be made to satisfy unpaid claims by MEPE under this Agreement) upon the later of:

(a) the day falling thirty (30) days after the Phase 4 Commercial Operation Date; and

(b) the day falling thirty (30) days after the date on which the Facility has been transferred to MEPE as set out in Schedule 18 (*Transfer Procedure*).

8.2.5 The release or return of the Performance Security and the Transfer Security shall not prejudice the right of MEPE to claim compensation arising from its rights under this Agreement.

8.3 Liquidated Damages for Delayed

8.3.1 If the Commercial Operation Date of each Phase of the Facility fails to occur by its Scheduled Commercial Operation Date, the Seller shall pay liquidated damages to MEPE in an amount equal to USD one hundred and fifty (150) per day per MW_{AC} of the Contracted Capacity for the number of days that the failure is not due to the actions or omissions of MEPE or as otherwise excused under this Agreement in the period from the relevant Scheduled Commercial Operation Date to the earlier of:

(a) the relevant Commercial Operation Date that actually achieved; and

(b) the date falling two hundred and forty (240) days after the relevant Scheduled Commercial Operation Date.

8.3.2 If the Phase 2 Financial Closing Date fails to occur by its Scheduled Financial Closing Date, the Seller shall pay liquidated damages to MEPE in an amount equal to USD thirty thousand (30,000) per day for the number of days that the failure is not due to the actions or omissions of MEPE, or as otherwise excused under this Agreement, during the period from the Scheduled Financial Closing Date for Phase 2 to the date falling forty five (45) days after such Scheduled Financial Closing Date.

8.4 **Liquidated Damages for Estimated Contracted Energy Deficiencies**

In the event that on each Commercial Operation Date, the net generating energy of the Facility (measured in MWh) is less than eighty percent (80%) of the Estimated Contracted Energy during the testing as set out in Schedule 11 (*Testing Procedure*), the Seller shall pay to MEPE, a sum equal to USD thirty thousand (30,000) per MWh for the shortfall amount, on a one-time basis for each relevant Commercial Operation Date.

8.5 **MEPE Security**

8.5.1 MEPE shall establish the first MEPE Security no later than thirty (30) days before the Phase 1 Commercial Operation Date.

8.5.2 Subject to Section 8.5.5 below, MEPE shall maintain (or replace prior to expiry) each MEPE Security until the later of the expiry of the Term, including any extension thereof, and the date on which any amounts that are or may be payable by way of a drawing on the MEPE Security have been irrevocably paid in full. If the amount of any MEPE Security is reduced below the estimated payments of the Net Electrical Generation payable for the balance of the term of that MEPE Security, MEPE shall, within sixty (60) days, replenish the MEPE Security, so that the amount of the MEPE Security is greater than or equal to the amount of the MEPE Security required to be provided under this Agreement.

8.5.3 The final MEPE Security shall be released to MEPE no earlier than the date following the payment of all relevant amounts due to the Seller under this Agreement by the day falling thirty (30) days after the date of termination of this Agreement.

8.5.4 The release of the MEPE Security shall not prejudice the rights or obligations of the Seller under this Agreement.

8.5.5 Notwithstanding Section 8.5.2 above, MEPE shall not be required to replenish or replace an MEPE Security prior to its expiry if:

(a) MEPE has paid the Payment Invoice/Credit Note scheduled to be paid during the period commencing on the date of expiry of the relevant MEPE Security and ending on the date on which the MEPE Security is replaced, in full in advance; and

(b) in any event, the MEPE Security is replaced by no later than the date falling forty five (45) days after the expiry of the relevant MEPE Security.

8.6 **Reasonable Liquidated Damages**

The Parties acknowledge that in the case that liquidated damages for either the Seller's or MEPE's failure to perform their respective obligations are set out in Sections 2, 4.3 and 8, such liquidated damages:

(a) are reasonable and appropriate measures in respect of the damages for the delays or failures;

(b) do not represent a penalty or consequential damages for losses sustained by MEPE or the Seller as a result of such failures; and

(c) shall be the exclusive remedies for the failure to comply with its obligations or achieve the milestone dates (as applicable) set out in Section 6.4, provided that such liquidated damages are not intended to compensate either Party for any other damages that may result from termination of this Agreement as a result of the continuation of such failures.

Section 9 Force Majeure

9.1 Overview

9.1.1 Definition of Force Majeure. "**Force Majeure**" means an event, condition or circumstance which is beyond the reasonable control of the affected Party, which is not the direct or indirect result of a breach by such affected Party of any of its obligations under this Agreement and which, despite the reasonable efforts of the affected Party to prevent, avoid or remove such circumstance, causes a delay or disruption in the performance by the affected Party of any obligation imposed under this Agreement. Subject to satisfaction of the foregoing requirements, Force Majeure shall include (without limitation) the following:

(a) epidemic or plague;

(b) acts of war (whether war has been declared or not), acts of force by a foreign nation, sanction or embargo;

(c) general strike or work stoppage (other than those solely affecting the Party claiming it as a Force Majeure), riots, civil disturbance, sabotage or acts of terrorism;

(d) earthquake, landslide, accident, fire, explosion or unusually severe weather conditions (including storm, tempest or flood);

(e) any Force Majeure affecting the performance of any person that is a party to any Project Agreement, or other material contract between the Seller and that person relating to the Project, of any of its obligations under any such agreement or contract.

9.1.2 Definition of Governmental Force Majeure. "**Governmental Force Majeure**" means any act or omission by any Governmental Authority (excepting lawful actions taken by any Governmental Authorities in response to acts or omissions of the Seller or its employees, officers,

contractors, servants or agents that are not in compliance with Law) which directly and adversely affects the performance by the Seller of any of its obligations under this Agreement or the performance by the Seller or any of the Seller's contractors under any Project Agreement in any material respect.

For the avoidance of doubt, failures to obtain or renew Governmental Approvals that are attributable to the conduct of the Seller, including the Seller's failure to satisfy the legal requirements for obtaining or renewing Governmental Approvals, shall not constitute Governmental Force Majeure, unless such failure by the Seller is the result of any action or inaction of the Governmental Authority.

9.1.3 Definition of Force Majeure Grace Period. "**Force Majeure Grace Period**" means:

(a) with respect to any Governmental Force Majeure affecting either Party or Force Majeure (other than Governmental Force Majeure) affecting MEPE to which Section 9.4.2 applies, a period of up to fourteen (14) days after the respective Scheduled Commercial Operation Date; and

(b) with respect to any Force Majeure (other than Governmental Force Majeure) affecting MEPE to which Section 9.4.4 applies, a period of up to fourteen (14) days after the date on which notice of the relevant Force Majeure was first given under Section 9.2, provided that:

the aggregate maximum number of days constituting a Force Majeure Grace Period:

(i) during any single calendar year, shall not exceed fourteen (14) days;

(ii) during the period commencing on the first day of the first Contract Year and ending on the tenth (10^{th}) anniversary of the Contract Year, shall not exceed ninety (90) days;

(iii) during the period commencing on the date immediately following the tenth (10^{th}) anniversary of the Contract Year and ending on the twentieth (20^{th}) anniversary of the Contract Year, shall not exceed ninety (90) days; and

(iv) during the period commencing on the date immediately following the twentieth (20^{th}) anniversary of the Contract Year and ending on the last day of the Term, shall not exceed ninety (90) days; and

(c) MEPE and the Seller may, from time to time during the Term, including any extension thereof, mutually agree (in writing)

longer periods with respect to the periods set out in sub-paragraphs (a) and/or (b) above, in which case the relevant period shall be the revised period agreed in writing by the Seller and MEPE.

9.2 Notice of Force Majeure or Governmental Force Majeure and Consequences

9.2.1 The affected Party shall, as soon as reasonably practicable, following the occurrence of the Force Majeure or Governmental Force Majeure:

(a) notify the other Party of the Force Majeure or Governmental Force Majeure, identifying the nature of the Force Majeure or Governmental Force Majeure and the likely duration of its effect;

(b) afford the other Party reasonable access to its facilities for obtaining further information about the event, including access to the Facility, the New Transmission Facility or the MEPE System (as applicable) for the purpose of a Site inspection;

(c) use, at its own cost, reasonable efforts to mitigate the effects of the Force Majeure or Governmental Force Majeure upon its performance and to resume full performance of this Agreement as soon as practicable;

(d) keep the other Party reasonably apprised of its efforts; and

(e) provide written notice of the resumption of performance under this Agreement.

9.2.2 Sections 9.2.1 (a) through (e) above shall be conditions to the ability of a Party to obtain relief from its obligations under this Agreement due to Force Majeure or Governmental Force Majeure.

9.3 Limitations

9.3.1 The affected Party shall not be entitled to suspend performance under this Agreement for any greater scope or longer duration than is required by the Force Majeure or Governmental Force Majeure, or the delay directly resulting from the Force Majeure or Governmental Force Majeure.

9.3.2 During any period of Force Majeure or Governmental Force Majeure, MEPE shall make payments in accordance with Section 9.4.

9.3.3 Neither Party shall be relieved of its obligations under this Agreement, nor shall any obligation of a Party be suspended, solely because there may be increased costs or other adverse economic consequences incurred through the performance of its obligations.

9.3.4 Obligation of the Parties that are required to be completely performed prior to the occurrence of Force Majeure or Governmental Force Majeure shall not be excused as a result of the occurrence of Force Majeure or Governmental Force Majeure. The failure or inability of either Party to satisfy a payment obligation that has arisen under this Agreement shall not be excused by Force Majeure or Governmental Force Majeure.

9.3.5 The affected Party may only claim Force Majeure or Governmental Force Majeure based upon the performance of one or more of its contractors:

(a) to the extent that the performance of any such contractor has itself been adversely affected by an event, condition or circumstance (or any combination thereof) which is beyond the reasonable control and arising without the fault or negligence of such contractor (or any of its subcontractors); and

(b) which, despite all reasonable efforts of such contractor to prevent it or mitigate its effects, causes a delay or disruption, of or any other adverse effects, on the performance of any of such contractor's contractual obligations to the affected Party.

9.3.6 If the affected Party is entitled to claim Force Majeure (including Governmental Force Majeure) pursuant to Section 9.3.5, it may only obtain Force Majeure or Governmental Force Majeure relief to the extent that the affected performance of the relevant contractor has, notwithstanding all reasonable efforts of the affected Party to prevent or mitigate the consequences of the adversely affected performance by such contractor, adversely affected the performance of the affected Party's of its obligations under this Agreement.

9.4 Payment Rights and Obligations during Force Majeure

9.4.1 If Force Majeure (other than Governmental Force Majeure) affecting the Seller occurs after the relevant Commercial Operation Date of the Facility, MEPE shall make payments to the Seller only for the actual delivery energy payable in accordance with Schedule 2 *(Payments and Tariffs)*.

9.4.2 If Governmental Force Majeure affecting either Party or Force Majeure (other than Governmental Force Majeure) affecting MEPE occurs before the relevant Commercial Operation Date of the Facility and delays the occurrence of such Commercial Operation Date of the Facility beyond the relevant Scheduled Commercial Operation Date of the Facility (without regard to any extension under Section 6.5) for Governmental Force Majeure or Force Majeure (other than Governmental Force Majeure) affecting MEPE, MEPE shall, unless the Facility achieves its Commercial Operation Date during the applicable Force Majeure Grace Period, in which case the payment will be made

from the relevant Commercial Operation Date of the Facility in accordance with Schedule 2 (*Payments and Tariffs*), make payments from the applicable Scheduled Commercial Operation Date, but only to the extent that the Governmental Force Majeure or Force Majeure (other than Governmental Force Majeure) affecting MEPE has caused the delay.

The amount of the payment shall be calculated using the Facility's applicable Established Contracted Energy. For the purposes of determining the date on which the payment will commence, the relevant Scheduled Commercial Operation Date of the Facility:

(a) shall be extended by one day for each day (including the delays from the applicable Scheduled Commercial Operation Date, if any) by which the occurrence of the applicable Commercial Operation Date of the Facility is delayed due to Force Majeure (other than Governmental Force Majeure) affecting the Seller or due to causes attributable to the Seller, its contractors, agents or any person under its responsibility; and

(b) shall be extended pursuant to Section 6.5.3 for Force Majeure (other than Governmental Force Majeure) affecting MEPE or Governmental Force Majeure affecting either Party by one day for each day (including the delays from the applicable Scheduled Commercial Operation Date, if any) of any applicable Force Majeure Grace Period, but shall not otherwise be extended for Force Majeure (other than Governmental Force Majeure) affecting MEPE or Governmental Force Majeure affecting either Party.

9.4.3 MEPE shall make payments under Section 9.4.2 above until the earlier of:

(a) the discontinuation of the relevant Force Majeure (other than Governmental Force Majeure) affecting MEPE or Governmental Force Majeure;

(b) the termination of this Agreement; or

(c) in the case of a Force Majeure event (other than Governmental Force Majeure) affecting MEPE, to the extent and during the period that the Seller has been compensated for the relevant loss.

9.4.4 If Force Majeure (including Governmental Force Majeure) affecting MEPE or Governmental Force Majeure affecting the Seller occurs after the relevant Commercial Operation Date of the Facility, MEPE shall, unless, in the case of Force Majeure (including Governmental Force Majeure) affecting MEPE or Governmental Force Majeure affecting the Seller, the applicable event of Force Majeure or Governmental Force Majeure ceases during the applicable Force Majeure Grace

Period, in which case the payment shall only be made for the actual Availability during the applicable Force Majeure Grace Period, continue to make payments from the later of:

(a) the date of expiry of any applicable Force Majeure Grace Period; and

(b) the date on which the applicable Force Majeure or Governmental Force Majeure occurs,

to the Seller with respect to the Facility having achieved a Commercial Operation Date. The payment shall be:

(i) in an amount equal to the average of the applicable payments made to the Seller with respect to the Facility over the period of six (6) months preceding the relevant Force Majeure or Governmental Force Majeure, excluding periods of Planned Outages, short Outages Notice, Force Majeure or Governmental Force Majeure;

(ii) if the relevant Force Majeure or Governmental Force Majeure occurs less than six (6) months after the relevant Commercial Operation Date of the Facility, in an amount equal to the average of applicable payments made to the Seller with respect to the Facility over the period from the relevant Commercial Operation Date to the relevant Force Majeure or Governmental Force Majeure, excluding periods of Planned Outages, short Outages Notice, Force Majeure or Governmental Force Majeure; or

(iii) if the relevant Force Majeure or Governmental Force Majeure occurs before the end of the first Billing Period after the relevant Commercial Operation Date of the Facility, in an amount calculated using the Facility's applicable Estimated Contracted Energy as set out in Schedule 3 *(Estimated Contracted Energy and Estimated Contracted Capacity)*.

9.4.5 MEPE shall continue to make payments under Section 9.4.4 above until the earlier of:

(a) the discontinuation of the relevant Force Majeure or Governmental Force Majeure;

(b) the termination of this Agreement; or

(c) in the case of a Force Majeure event (other than Governmental Force Majeure) affecting MEPE, to the extent and during the period that the Seller has been compensated for the relevant loss.

9.4.6 Whenever MEPE makes payments to the Seller in accordance with Section 9.4.2 or 9.4.4 above, the payments shall be:

(a) reduced by the amount of all costs which, as a result of either Force Majeure or Governmental Force Majeure, the Seller did not incur;

(b) reduced by the amount of the proceeds of any business interruption or delay in start-up insurance received by the Seller as a result of the Force Majeure or Governmental Force Majeure;

(c) reduced by the amount of any payments paid for actual Availability pursuant to Section 9.4; and

(d) increased by any additional costs necessarily or reasonably incurred by the Seller as a result of the Force Majeure event or Governmental Force Majeure, which are limited to capex/restoration costs incurred as a result of the Governmental Force Majeure (which may, at MEPE's option, be structured by way of an adjustment to the payments which are payable during the remainder of the Term, including any extension thereof).

9.4.7 If the Net Electrical Generation is less than eighty percent (80%) of the Estimated Contracted Energy that is established for the Facility on the relevant Commercial Operation Date, then any applicable payments made to the Seller before that Facility's applicable Commercial Operation Date in accordance with Section 9.4.2 above shall be recalculated using the relevant Estimated Contracted Energy established for the Facility on the applicable Commercial Operation Date of that Facility. If the applicable payments made to the Seller with respect to the Facility before the applicable Commercial Operation Date of that Facility exceed the amount according to the recalculation, MEPE shall be entitled to deduct an amount equal to the excess from future payments due to the Seller by MEPE (together with interest on that amount at the Default Rate). The deductions shall be made from future payments pro-rata over the same period of time as the excess payments were made.

9.4.8 For the purpose of this Section, any payment in respect of a defect, deficiency or fault in the Facility arising from the design, engineering, manufacturing, materials, equipment, components, tools, supplies, construction, testing, commissioning or workmanship of or with respect to the Facility during the Facility warranty period (as applicable) or any failure or delay by the Seller in rectifying any such defect, deficiency or fault during the Facility warranty period (as applicable) when required to do so under this Agreement shall only be payable to the extent that such payment would be payable with respect to an event of Force Majeure (other than Governmental Force Majeure) affecting the Seller.

9.5 Payments during an Extension of Term

During any extension of the Term under Sections 6.5.3 and 6.5.4, MEPE shall be entitled to receive electrical energy from the Seller by making payments to the Seller to the extent of the Facility's Availability for any portion of the extension, provided that the payments will be calculated using the rates set out in Schedule 2 *(Payments and Tariffs)* that would have been applied during the relevant periods of Force Majeure or Governmental Force Majeure, if applicable, that give rise to an extension of the Term of this Agreement under Section 6.3.

9.6 Termination following Force Majeure

9.6.1 Either Party may, by giving written notice to the other Party specifying a date for termination which shall not be less than twenty one (21) days and not more than twenty eight (28) days after the date of such notice, terminate this Agreement with effect from the date for termination specified in such notice, if:

(a) prior to the Phase 1 Commercial Operation Date:

(i) an event of Force Majeure (other than the Governmental Force Majeure) affecting the Seller occurs and continues for a period exceeding twelve (12) months; or

(ii) an event of the Governmental Force Majeure affecting either Party occurs and continues for a period exceeding twenty four (24) months; or

(b) on or after the Phase 1 Commercial Operation Date, an event of Force Majeure (other than the Governmental Force Majeure) affecting the Seller occurs and continues for a period exceeding twelve (12) months,

provided that, in each case, the relevant event of Force Majeure or Governmental Force Majeure (as applicable) is continuing at the time the notice of termination is given.

9.6.2 MEPE may, by giving written notice to the Seller specifying a date for termination, terminate this Agreement with effect from the date for termination specified in such notice, if:

(a) prior to the Phase 1 Commercial Operation Date, an event of Force Majeure (other than the Governmental Force Majeure) affecting MEPE occurs at any time and continues for a period exceeding twenty four (24) months; or

(b) on or after the Phase 1 Commercial Operation Date:

(i) an event of Force Majeure (other than the Governmental Force Majeure) affecting MEPE occurs and continues for a period exceeding twenty four (24) months; or

(ii) an event of Governmental Force Majeure affecting either Party occurs and continues for a period exceeding twenty four (24) months,

provided that, in each case, the relevant event of Force Majeure or Governmental Force Majeure (as applicable) is continuing at the time the notice of termination is given.

9.6.3 Schedule 19 (*Termination*) shall apply to any termination by either Party pursuant to Section 9.6.1 or 9.6.2 above.

9.7 Reconstruction

9.7.1 If damage to the Facility by an event of Force Majeure (other than Governmental Force Majeure) affecting the Seller after the Phase 1 Commercial Operation Date of the Facility renders the Facility substantially incapable of generating electricity, the Parties shall determine (or in the absence of agreement by the Parties, an Expert will determine in accordance with Section 11.2), whether the Facility can be restored within twenty four (24) months from the date the damage occurred, so that:

(a) the Net Capacity Test established for the Facility immediately following restoration would be at least seventy five percent (75%) of its applicable Contracted Capacity; and

(b) the Net Electrical Generation of the Facility over the six (6) months immediately following restoration would exceed seventy five percent (75%) of the established Estimated Contracted Capacity over the six (6) months immediately preceding the event of Force Majeure.

9.7.2 Subject to Section 9.7.4 below, if it is determined that the Facility can be restored to the condition specified in Section 9.7.1 described above within twenty four (24) months from the date the damage occurred, this Agreement may not be terminated under Section 9.6, and the Seller shall commence restoration of the Facility.

9.7.3 Notwithstanding Section 9.7.2 above, the Seller shall not be required to commence the restoration of the Facility and this Agreement may be terminated by either Party in accordance with Section 9.6 if, after using reasonable efforts and within one hundred and twenty (120) days from the date the damage occurred:

(a) the Seller cannot obtain any approval required by the Financing Parties for such restoration; or

(b) the Seller cannot arrange any additional funding required for the relevant restoration on reasonable limited recourse financing terms.

9.7.4 If it is determined that the Facility cannot be restored to the condition specified in Section 9.7.1 above within twenty four (24) months from the date the damage to the Facility occurred, this Agreement may be terminated by either Party in accordance with Section 9.6.

Section 10 Transfer of Facility

10.1 Unless otherwise agreed in connection with or subsequent to any extension of the Term of the Agreement pursuant to Section 6.3, the Seller shall, on the last day of the Term, transfer the Facility to MEPE/the Department of Electric Power (the "**DEP**") in accordance with Schedule 18 *(Transfer Procedure)*.

10.2 Subject to anything to the contrary in Schedule 18 *(Transfer Procedure)*, each Party shall be responsible for its own costs incurred in connection with the transfer of the Facility in accordance with Section 10.1 above.

10.3 On the date that the transfer of Facility occurs, the Seller shall (unless otherwise instructed by the MOEP in writing) transfer to MEPE/DEP, free and clear of all liens and encumbrances, all of the Seller's right, title and interest in the Facility and all of the Seller's right, title and interest in the following, insofar as they are part of or used in connection with the construction and/or operation of the Facility:

(a) all raw materials, consumables and spare parts;

(b) all tangible personal property;

(c) all intangible personal property, including patents, patent licenses, patent applications, trade names, trademarks, trademark registrations and applications, trade secrets, copyrights, know-how, and any other intellectual property rights;

(d) all buildings and fixtures;

(e) computerized and non-computerized records, reports, data, files, and information;

(f) all drawings, test results and documents relating to the Project;

(g) all warranties of equipment, materials and work;

(h) all rights under contracts with vendors, suppliers, contractors and subcontractors and insurance policies;

(i) all work in progress under contract with vendors, suppliers, contractors and subcontractors; and

(j) all rights with respect to any insurance proceeds payable to or for the account of the Seller, but unpaid at the date of the termination of this Agreement, with respect to the Seller's rights, title and interest in the Project, provided that those insurance proceeds are related to insurance policies required to be taken out and maintained by the Seller in accordance with this Agreement and Schedule 16 (*Insurance Requirements*).

Section 11 Dispute Resolution

11.1 Resolution

11.1.1 The Disputes shall be resolved in accordance with this Section. In the event of a Dispute, either Party may serve the other with written notice at any time of a Dispute having arisen (the "**Notice of Dispute**"). The Notice of Dispute shall set out brief details of the nature of the Dispute.

11.1.2 The Parties agree that they shall commence good faith negotiations within fourteen (14) days of a Notice of Dispute being sent by one Party to the other in respect of that Dispute. These negotiations shall involve discussions between designated and authorized representatives of each Party.

11.1.3 If the Parties are unable to resolve the Dispute amicably within sixty (60) days of service of the relevant Notice of Dispute, the Parties shall appoint an Expert in accordance with Section 11.2 or refer the Dispute to arbitration in accordance with Section 11.3.

11.2 Expert Determination

11.2.1 Where expressly provided for in this Agreement, or if the Parties agree that the Dispute involves in whole or in part:

(a) a technical engineering issue, the Parties shall in good faith attempt to appoint a suitably experienced and qualified independent engineer or engineering firm acceptable to both of them (acting reasonably);

(b) a financial issue, the Parties shall in good faith attempt to appoint a financial advisor or investment bank reasonably satisfactory to both of them; or

(c) any other issue with respect to which referral to an Expert is provided for under this Agreement, the Parties shall in good faith attempt to appoint an Expert with appropriate expertise for the subject matter reasonably satisfactory to both of them,

in each case to act in relation to the Dispute and to render a determination; provided that any person appointed as an Expert for the purposes of this Section shall:

(i) be independent from both of the Parties and the Shareholder; and

(ii) not have any potential conflicts of interest with regard to the Dispute.

11.2.2 The Expert, acting as an expert and not as an arbitrator, shall give notice of his or her decision to the Parties within ninety (90) days of his or her appointment. The Expert shall provide the Parties with a draft of his or her decision with reasons seven (7) days prior to formal delivery, and shall give the Parties an opportunity to draw to his or her attention any factual error or misconception and to request that it be corrected. The Expert shall be entitled at his or her sole discretion to an extension of time for the making of his or her decision by a maximum of fourteen (14) days.

11.2.3 The Parties shall share equally the cost of the Expert. Subject to Section 11.2.4 immediately below, in the absence of fraud, manifest error, negligence or willful misconduct with respect to the Expert's determination, the Parties hereby waive any right to appeal or review any determination of the Expert. The Parties further undertake to promptly carry out any action required following any determination and, if applicable, the Parties acknowledge that a judgment of any determination may be entered by any court or tribunal having jurisdiction.

11.2.4 A Party who disagrees with the determination of the Expert may refer the Dispute to arbitration in accordance with Section 11.3 within thirty (30) days from the date of receipt of the determination of the Expert.

11.3 Arbitration

11.3.1 If the Parties are unable to agree upon an acceptable Expert pursuant to Section 11.1.2, or if the Expert does not render a decision within thirty (30) days after completion of the hearing of the matter or if the Dispute is not resolved by the Expert within sixty (60) days after the referral to the Expert, then either Party may commence arbitration fifteen (15) days after giving notice to the other Party.

Nothing herein shall prevent a Party from commencing arbitration at any time (i) when the delay required for performance hereunder might materially and adversely affect such Party's interest, or (ii) when the other Party fails to fulfill its obligations under this Section 11.

11.3.2 The arbitration shall be conducted in accordance with the Rules of Arbitration and Conciliation of the United Nations Commission on International Trade Law (the "**UNCITRAL Rules**").

11.3.3 The arbitral tribunal shall consist of three (3) arbitrators. Each Party shall appoint one arbitrator with, in the case of a dispute of a technical

nature, knowledge and experience of such technical matters. The two arbitrators so appointed shall appoint the third arbitrator who shall serve as the chairman of the arbitral tribunal. If a Party fails to appoint its arbitrator within a period of ten (10) days after receiving notice of the arbitration, or if the two arbitrators appointed cannot agree upon the third arbitrator within a period of ten (10) days after appointment of the second arbitrator, then such arbitrator shall be appointed pursuant to the UNCITRAL Rules.

11.3.4 If the Tribunal of Arbitration of the United Nations Commission on International Trade Law (UNCITRAL) is required or requested to appoint an arbitrator, it shall appoint only a person with experience in commercial agreements and, in particular, the implementation and interpretation of contracts relating to the design, engineering, construction, operation and maintenance of and in legal issues relating to electrical power generating facilities (and if the dispute concerns a technical issue, a person who has knowledge and experience of technical matters). No arbitrator shall be a present or former employee or agent of, or consultant or counsel to, either Party or any of its affiliate thereof or any Governmental Authority.

11.3.5 The institution of the arbitration shall be the Singapore International Arbitration Center, and the venue of arbitration shall be Singapore and arbitration proceedings shall be conducted in English. The arbitrators shall decide the Dispute by a majority decision of the arbitral tribunal and shall state in writing the reasons for their decision. The appointed arbitrators should be chosen from the arbitrator's name list provided by Singapore International Arbitration Center.

11.3.6 Any decision or award of an arbitral tribunal appointed pursuant to Section 11 shall be final and binding upon the Parties.

11.3.7 The costs of such arbitration shall be determined and allocated between the Parties by the arbitral tribunal in its award.

11.3.8 Unless otherwise agreed in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any proceeding by the Parties in accordance with this Section 11.

11.3.9 The provisions of Section 11 shall survive the termination of this Agreement until all obligations which are intended to survive termination have expired.

11.4 Governing Law

This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Republic of the Union of Myanmar.

Section 12 Limitation of Liability

12.1 Except as otherwise specifically provided in this Agreement, or unless the damage or injury arises out of, results from, or is caused by, the breach of this Agreement by a Party or by the negligence or misconduct of a Party's own officers, directors, employees, agents, affiliates, contractors or subcontractors, neither Party shall be liable to the other for any claims, judgments, liabilities, losses, costs, expenses or damages of any kind or character (including loss of use of property) in connection with damages or destruction of property or personal injury (including death) arising out of the performance of the Agreement, including the design, construction, maintenance or operation of property, facilities or equipment owned or used by the other Party, or the use of, misuse of or contact with the electrical energy delivered or purchased hereunder.

12.2 Each Party shall indemnify and hold the other Party, and its officers, directors, affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, losses, liabilities, costs, expenses (including reasonable attorneys' fees) and damages of any nature whatsoever for personal injury, death or property damage (except workers' compensation claims) caused by any act or omission of the indemnifying Party or the indemnifying Party's own officers, directors, affiliates, agents, employees, contractors or subcontractors that arises out of or is in any manner connected with the performance of this Agreement, except to the extent such injury, death or damage is attributable to the negligence or misconduct of, or breach of this Agreement by, the Party or its officers, directors, affiliates, agents, employees, contractors or subcontractors seeking indemnification hereunder.

12.3 The Seller shall defend, indemnify and hold MEPE, and its officers, directors, affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, liabilities, losses, costs, expenses (including reasonable attorneys' fees) and damages under every applicable environmental law or regulation arising out of the condition of the Site, or the Seller's operation of the Facility, including the discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances from the Facility, the contamination of the soil, air, surface water or groundwater at or around the Site or any pollution abatement, replacement, removal, or other decontamination or monitoring obligations with respect thereto, except to the extent such damages are attributable to the negligence or misconduct of, or breach of this Agreement by MEPE, its officers, directors, affiliates, agents employees, contractors or subcontractors.

12.4 MEPE shall not be liable for damage or destruction of property, facilities or equipment operated by the Seller solely as a result of MEPE's Dispatch or the Seller's operation of the Facility, provided that such Dispatch by MEPE was in accordance with the terms of this Agreement.

Section 13 Taxes and Duties

13.1 Taxes Applicable to the Seller

The Seller shall pay all present and future taxes applicable to the Seller arising from or in connection with its rights and obligations under this Agreement, the Facility and the Project, by the date such amounts are due, provided at all times that the Seller's obligations herein shall be subject to such tax, fiscal, customs, foreign exchange/banking and other incentives, reliefs, exemptions, benefits and entitlements as are granted to it by the Government of the Republic of the Union of Myanmar under the Foreign Investment Law of 2012 and other related laws and regulations of the Republic of the Union of Myanmar.

13.2 Taxes Applicable to MEPE

MEPE shall pay all present and future taxes applicable to MEPE arising from or in connection with its rights and obligations under this Agreement by the date such amounts are due.

Section 14 Change-In-Law

14.1 If there is a Change-in-Law which requires the Seller to make any material capital improvement or other material modification to the New Transmission Facility (prior to the New Transmission Facility Handover Date) and the Facility in order to comply with any Law, the Seller shall submit to MEPE a certificate setting out in detail reasonably satisfactory to MEPE the costs of the capital improvement or other related modification, including any financing costs. MEPE and the Seller shall promptly determine and effect (in each can acting reasonably and in good faith) any necessary adjustments to the Tariff to equitably reflect the costs with the intention that the financial position of the Seller shall not be affected by the relevant Change-in-Law. Each Party shall cooperate in good faith with the other Party in connection with any relevant determination.

14.2 For the purposes of Section 14.1 above, a capital improvement or other modification will be considered material if its costs (or the aggregate costs of multiple related capital improvements exceed USD two hundred and fifty thousand (250,000) (or its equivalent), and the Tariff will be adjusted to reflect the applicable increased costs in full, including, for the avoidance of doubt, amounts below this threshold amount.

14.3 If there is a Change-in-Law (other than with respect to taxes) which the Seller believes in good faith will materially increase the costs or materially decrease the revenues of the Seller in connection with the financing, construction, operation or maintenance of the New Transmission Facility (prior to the New Transmission Facility Handover Date), or the Facility, then the Seller may submit to MEPE a certificate setting out in detail reasonably satisfactory to MEPE the basis of and the calculations for the amount of the increase in costs or decrease in revenues. MEPE and the Seller shall promptly determine and

effect (in each case acting reasonably and in good faith) any necessary adjustments to the Tariff to equitably reflect the material increase in costs or material decrease in revenues with the intention that the financial position of the Seller will not be affected by the Change-in-Law. Each Party shall cooperate in good faith with the other Party in connection with any relevant determination.

14.4 For the purposes of Section 14.3 above, an increase in costs or a decrease in the revenues of the Seller will be considered material if it is for an amount (or, in the case of multiple related decreases in revenue or increase in costs, an aggregate amount) exceed USD two hundred and fifty thousand (250,000) (or its equivalent), and the Tariff will be adjusted to reflect the applicable decreases in revenues and increases in costs in full, including, for the avoidance of doubt, amounts below this threshold amount.

14.5 If there is a Change-in-Law (other than with respect to taxes) which MEPE believes in good faith will materially increase the revenues of the Seller in connection with the financing, construction, operation or maintenance of the New Transmission Facility (as applicable, prior to the New Transmission Facility Handover Date) or the Facility (as applicable), then MEPE may submit to the Seller a certificate setting out in detail reasonably satisfactory to the Seller the basis of and the calculations for the amount of the decrease in costs or increase in revenues. MEPE and the Seller shall promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Tariff to equitably reflect the material decrease in costs or material increase in revenues with the intention that the financial position of the Seller will not be affected by the Change-in-Law. Each Party shall cooperate in good faith with the other Party in connection with any relevant determination.

14.6 For the purposes of Section 14.5 above, a decrease in costs or increase in revenues will be considered material if it is for an amount (or, in the case of multiple related decrease in costs or increases in revenue, an aggregate amount) exceed USD one hundred thousand (100,000) (or its equivalent), and the Tariff will be adjusted to reflect the applicable decreases in costs and increases in revenues in full, including, for the avoidance of doubt, amounts below this threshold amount.

14.7 The Seller shall not be entitled to an adjustment of the Tariff under Section 14.1 or 14.3 above with respect to any change in an environmental Law if the change requires the Seller to meet a standard which is equal to or less than any standard required under environmental Laws existing on the Effective Date.

Section 15 Confirmation Statement

15.1 Confirmation of Availability and Metered Energy

The Seller shall prepare and submit to MEPE a daily Confirmation Statement no later than three (3) Business Days after the day to which it relates. In

addition, the Seller shall prepare and submit to MEPE a Meter Reconciliation Statement following the annual meter test or any other meter test conducted pursuant to Section 2.4.3. The Meter Reconciliation Statement shall set out the results of any such test and any adjustments to be made or other action to be taken following the test.

15.2 Access to Information

If available, the Seller shall provide such information as MEPE may reasonably request to verify a Confirmation Statement provided that such information is not readily available to MEPE by any other means.

15.3 Review of Confirmation Statement and Meter Reconciliation Statement

MEPE shall review the Confirmation Statement and any Meter Reconciliation Statement. Each Party shall notify the other Party in writing as soon as practicable, and in any event within fourteen (14) Business Days after having received the Confirmation Statement or Meter Reconciliation Statement of any errors or omissions which the reviewing Party believes should be corrected. Subject to any alleged errors or omissions notified by the reviewing Party to the other Party in writing pursuant to this Section 15.3, the information contained in a Confirmation Statement or Meter Reconciliation Statement shall, save in the case of fraud or manifest error and subject to Section 15.6, be deemed to have been approved by both Parties on the fifteenth (15^{th}) Business Day after the Confirmation Statement or Meter Reconciliation Statement shall have been received.

15.4 Disputes

If the Parties cannot agree on whether any information contained in a Confirmation Statement or Meter Reconciliation Statement is complete or correct within fourteen (14) Business Days after the Confirmation Statement or Meter Reconciliation Statement was received, the dispute shall be referred to an Expert for determination in accordance with Section 11.2 or settled by arbitration in the circumstances in which arbitration is provided under Section 11.3.

15.5 Final Confirmation Statement

Any Confirmation Statement which has been approved by both Parties, or deemed to have been approved in accordance with Section 15.3, or which is approved by a final decision of an Expert or arbitration, shall be a Final Confirmation Statement. The information contained in a Final Confirmation Statement shall be binding on both Parties for the purposes of this Agreement save (other than in the case of a determination by an Expert or by arbitration) in the case of misrepresentation and subject to Section 15.6;

15.6 Dispute Limitation

Nothing in this Section 15 shall prevent either Party from disputing the information contained in or referred to in a Confirmation Statement or Meter Reconciliation Statement at any time where it is reasonable under all the circumstances so to do.

15.7 Effect of Confirmation Statement

The Final Confirmation Statement shall be used by the Seller to prepare Payment Invoices/Credit Notes as required by Section 16.

15.8 Interference with Metering

If either Party interferes with the Metering Equipment in a manner which gives rise to a need for a meter adjustment necessitating an additional payment or rebate to the other Party, such payment shall be made or rebate paid together with interest thereon at the Default Rate for the period for which such payment or rebate is outstanding.

Section 16 Billing and Payment

16.1 Recording of Electrical Energy Data for Settlement

16.1.1 The amount of the Net Electrical Generation shall be settled in monthly intervals and shall require the daily documentation and reporting, monthly settlement and annual clearance of all accounts. MEPE and the Seller shall calculate the Net Electrical Generation based on the electrical energy data recorded from the Metering Equipment at the Metering Points on the last day of the said month at 24:00 hrs. local time and confirmed jointly by MEPE and the Seller.

16.1.2 Under normal circumstances, MEPE and the Seller shall take the electrical energy data recorded from the Primary Metering Equipment as the basis for settlement, the data from the Back-Up Metering Equipment is to be used to verify the data from the Primary Metering Equipment or to substitute the Primary Metering Equipment in the case of a fault on the Primary Metering Equipment or it being out of service for whatever reason.

16.1.3 On-site recording of electrical energy data for settlement

The FREEZE function of the Metering Equipment shall be used for setting the metering reading at 24:00 hrs. according to Section 16.1.1 as the meter-recording data, and the staff from MEPE and the Seller shall agree to record meter readings on the Site the following day.

16.2 Payment Invoice/Credit Note

16.2.1 After the meter readings have been recorded by MEPE and the Seller, the Seller shall accurately calculate the net amount of monthly electrical energy purchases.

The Seller shall prepare and issue to MEPE the Payment Invoice/Credit Note in the form set out in Schedule 6 *(Form of Payment Invoice / Credit Note)* and send it via facsimile or electronic mail to MEPE within three (3) Business Days after the end of the Billing Period. The original shall be sent out by an express courier on the same day.

16.2.2 Each Payment Invoice/Credit Note shall set out the amount of the Net Electrical Generation and the amount of payment due to the Seller from MEPE for that Billing Period, as calculated in accordance with Schedule 2 (*Payments and Tariffs*).

The Payment Invoice/Credit Note shall reflect any adjustments of the invoice or credit amounts required, including any adjustments of the Final Confirmation Statements pursuant to Section 15, of the Meter Reconciliation Statement in accordance with Section 2.3.4 and Section 15.1, and any outstanding payment of liquidated damages pursuant to Section 8.2.3.

16.2.3 MEPE shall promptly verify and confirm the Payment Invoice/Credit Note. If there is any different opinion, MEPE shall notify the Seller within three (3) Business Days after the facsimile copy or electronic mail copy is received. After the revision is made by the Parties through negotiation, the Seller shall send the revised Payment Invoice/Credit Note via facsimile or electronic mail to MEPE with the originals sent out by an express courier on the same day. If MEPE does not notify the Seller of its disagreement within three (3) Business Days after a facsimile copy or electronic mail copy is received, it shall be deemed as confirmed and that there is no disagreement.

16.2.4 MEPE shall make the full payment for the Net Electrical Generation of the said Billing Period within forty-five (45) days after the confirmed Payment Invoice under Section 16.2.3 is received.

16.3 Payment Procedure

16.3.1 The Seller shall issue an invoice for payment and settlement for each month till the end of the Term, including any extension thereof, within three (3) Business Days of the Billing Period. The Seller shall issue an invoice for payment and settlement for each year's energy charges adjustment, as calculated in accordance with Schedule 2 (*Payments and Tariffs*) until the end of the Term, including any extension thereof, within three (3) Business Days after the end of each Contract Year.

16.3.2 If MEPE fails to make payment according to the agreed deadline, the late payment shall bear interest at the Default Rate from and including the due date as so determined until, but excluding, the date that it is received by the Seller. Interest will accrue at the Default Rate on a daily basis.

16.3.3 All payments to be denominated by either Party to the other Party hereunder shall be in USD.

16.3.4 Any money payable pursuant to this Agreement:

(a) by MEPE to the Seller according to this Agreement shall be made through the MEPE Security by wire transfer to a USD denominated bank account of the bank which is the correspondent bank of the Myanma Foreign Trade Bank, whether inside and/or outside the Republic of the Union of Myanmar, designated by the Seller in writing and nominated as the beneficiary financial institution in the MEPE Security; or

(b) by the Seller to MEPE, to such USD denominated bank account as designated in writing by MEPE.

16.3.5 After the Seller notifies MEPE of a change of bank or change of account number, it shall be remitted into the changed bank account accordingly. Any payment shall be deemed completed only after the Seller receives the monies at the designated bank account.

16.3.6 Nothing in Section 16.3.4 shall prevent the Parties from making payments to any other bank account or in any other method as may be mutually agreed by the Parties in writing prior to the date on which payment is due to be made.

16.3.7 The Seller shall open the offshore bank account only after obtaining approval from the Central Bank of Myanmar. In the instance that the offshore bank account cannot be opened, the Seller shall open the onshore bank account.

16.4 Currency Indemnity

16.4.1 MEPE acknowledges that all amounts payable under this Agreement are payable in USD.

16.4.2 If any amount in USD due under this Agreement, or any order, judgment or award given or made in relation to that amount, has to be converted from USD for any reason whatsoever (including as a result of payment by MEPE of amounts under this Agreement in a currency other than USD in breach of this Agreement), MEPE shall, as an independent obligation, within ten (10) Business Days of demand, indemnify the Seller against any cost, loss or liability arising out of or as a result of the conversion, including any discrepancy between the

exchange rate used to convert the amount at the time it became payable and the exchange rate at time it is actually received.

Section 17 Confidentiality and Announcements

17.1 General Restrictions on the Parties

Neither Party shall at any time, whether before or after the expiration or earlier termination of this Agreement, divulge or suffer or permit its officers, directors, employees, affiliates, agents, contractors, subcontractors, or advisors to divulge to any other person any confidential information relating to this Agreement or any other information labeled "CONFIDENTIAL" which may be provided to such by the other Party pursuant to this Agreement, or in the course of negotiating this Agreement or otherwise concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party except:

(a) to the extent otherwise expressly permitted by this Agreement;

(b) with the prior consent of the other Party;

(c) to advisors (lawyer, accountant, etc.) and the Financing Parties on a need-to-know basis;

(d) which is required by laws, rules, regulations, governmental orders, or order of any competent court, tribunal and other governmental, regulatory or self-regulatory authorities having jurisdiction or authority over each of the Parties, including, without limitation, the Stock Exchange of Thailand and the Office of the Securities and Exchange Commission; or

(e) which is publicly available at the time of disclosure, or subsequently becomes publicly available.

This Section shall survive the expiry of the Term, including any extension thereof, or the termination of this Agreement for a period of two (2) years.

17.2 Internal Procedures

With effect from the date of this Agreement, each Party shall adopt procedures within its organization for ensuring the confidentiality of all information which it is obligated to preserve as confidential under Section 17.1.

17.3 Public Announcements

17.3.1 No public announcement or statement regarding the signature, performance or termination of this Agreement shall be issued or made unless both Parties shall have been furnished with a copy of the proposed announcement or statement and have approved it.

17.3.2 Neither Party shall be prohibited from issuing or making any public announcement or statement which is required to be made to comply with any applicable laws.

Section 18 Insurance and Indemnities

18.1 Insurance Required

The Seller shall fully apprise MEPE of the insurance requirements proposed by the Financing Parties and the Seller shall use its best efforts to implement the recommendations on such requirements reasonably made by MEPE. The Seller shall obtain and maintain in effect throughout the Term of this Agreement such insurance policies and coverage as is required by Law, Schedule 16 (*Insurance Requirements*), the Financing Documents, which are in effect at that time, and Prudent Utility Practices, in each case, in amounts and subject to deductibles as are available on commercially reasonable terms.

18.2 Certificates Required

At least fifteen (15) days prior to the Phase 1 Commercial Operation Date and annually upon renewal or otherwise in accordance with the terms of the relevant insurance policies, the Seller shall provide for MEPE's review and approval evidence of the insurance required by Section 18.1, in a form acceptable to MEPE. The Seller shall also provide MEPE with copies of the receipts appropriate to the annual premiums in respect of the insurance coverage.

Failure of the Seller to obtain the insurance coverage required by this Section 18 or to provide MEPE with the certificates or copies of receipts shall in no way relieve the Seller of the insurance requirements of this Section 18 or limit the Seller's obligations and liabilities under any provision of this Agreement.

18.3 Application of Proceeds

Throughout the Term of this Agreement and subject to the requirements of the Financing Documents, which are in effect at that time, and any rights or remedies under the Financing Documents, which are in effect at that time, the Seller shall apply any and all insurance proceeds received in connection with any damage to the Facility towards the repair, reconstruction or replacement of the Facility.

Section 19 Representations and Warranties

19.1 The Parties are a legally established and existing company or governmental organization, as the case may be, entitled to sign and enter into this Agreement.

19.2 All procedures (including clearance of necessary Governmental Approvals, business license and electrical power operation permit) materially required for signing and performing this Agreement of the Parties have been properly carried out and are legally effective.

19.3 No courts, arbitration organizations, administrative agencies or regulatory agencies have made any major unfavourable decisions, awards, rulings or specific administrative actions at the time of signing this Agreement.

19.4 All internal authorization procedures required by the Parties for signing this Agreement have been duly completed. The signatories of this Agreement are the Parties' legal representative(s) or commissioned agent(s). This Agreement becomes binding legally on each Party once it comes into force.

19.5 This Agreement shall comply with all the Republic of the Union of Myanmar and international requirements for obtaining financial support from the third parties.

Section 20 Equity Undertaking

20.1 Restrictions on Transfer

20.1.1 Subject to Section 20.2, the Seller shall ensure that after the Execution Date and until (including) the fourth (4^{th}) anniversary of the Phase 1 Commercial Operation Date, there shall be no transfer of any equity ownership interest in the Seller to any other Person that would result in the Shareholder directly holding less than fifty percent (50%) of its original equity interest in the Seller.

20.1.2 Subject to Section 20.2, the Seller shall ensure that after the fourth (4^{th}) anniversary of the Phase 1 Commercial Operation Date and until (including) the sixth (6^{th}) anniversary of the Phase 1 Commercial Operation Date, there shall be no transfer of any equity ownership interest in the Seller to any other Person that would result in the Shareholder directly holding less than twenty five percent (25%) of its original equity interest in the Seller.

20.2 Qualifications to Equity Transfer Restrictions

20.2.1 Without limiting Section 20.1, MEPE shall be given at least ten (10) Business Days' advance notice of any transfer by a Shareholder of any equity interest in the Seller to any other Person.

20.2.2 Any transferee shall, in the reasonable opinion of MEPE:

(a) have sufficient experience, skill, expertise and financial standing to properly perform its obligations under any Project Agreement to which it is a party;

(b) be permitted under all relevant laws to hold shares in the Seller; and

(c) be of good repute,

and in order to allow MEPE to assess whether any proposed transferee satisfies these criteria, the Seller shall provide, or shall cause a Shareholder to provide, MEPE with sufficient information about the

proposed transferee (including any information that may be reasonably requested by MEPE). Following the date on which such information is provided to MEPE, MEPE (acting reasonably) shall promptly, and in any event within forty five (45) days, notify the Seller of whether it approves or rejects the proposed transferee. If MEPE does not respond to the Seller within this time (including by making further information request(s) relating to the proposed transferee), MEPE shall be deemed to have approved the transferee, and the proposed transfer of shares shall proceed.

20.2.3 A transferee shall be subject to the same conditions imposed by this Agreement in respect of transfers that it makes as are imposed with respect to transfers made by the Shareholder.

Section 21 Miscellaneous Provisions

21.1 Amendments

This Agreement may not be amended except by an agreement in writing signed by the Parties.

21.2 Waivers of Rights

No delay or forbearance by either Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair or be construed as a waiver of such right, power, privilege or remedy. For the avoidance of doubt, any waiver by either Party of the obligations of the other Party shall be evidenced by an agreement in writing signed by the Parties. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

21.3 Notice

21.3.1 Notices which are given by one Party to the other under, or in connection with the matters contemplated by, this Agreement shall be sent to the address given and marked for the attention of the Person specified in Schedule 5 *(Addresses for Notices)* or such other address or facsimile number or electronic mail of such Person whom one Party shall from time to time designate by written notice to the other.

21.3.2 Notices which are given by one Party to the other Party under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if from abroad) or facsimile transmission or electronic mail, and shall be deemed to have been received:

(a) in the case of delivery by hand, when delivered;

(b) in the case of first class prepaid post, on the third (3^{rd}) Business Day following the day of posting;

(c) in the case of facsimile transmission at the time of receipt; or

(d) in the case of electronic mail, at the time of transmission.

21.4 Assignment

21.4.1 Subject to Sections 21.4.2 through 21.4.4 below, neither Party shall assign or otherwise transfer any of its rights or obligations, in part or in whole, under this Agreement without the prior written consent of the other Party.

21.4.2 MEPE may at any time during the Term, including any extension thereof, assign or otherwise transfer its rights or obligations under or pursuant to this Agreement without the prior written consent of the Seller to any third party, provided that it is demonstrated to the reasonable satisfaction of the Seller that:

(a) the proposed assignee or transferee possesses the legal capacity, power and authorization to become a party to and perform the obligations of MEPE under this Agreement; and

(b) the proposed assignee or transferee has a financial standing no worse than that of MEPE on the date the proposed assignee or transferee becomes a party to this Agreement.

21.4.3 For the purpose of financing the Project, the Seller may assign or create a security interest over its rights and interests under or pursuant to any Project Agreement, the Project, the Site, the moveable property, the intellectual property, the revenues, or any other rights or assets of the Seller. MEPE acknowledges that the Shareholder may create security interests over the shares held by it in the Seller for the purpose of financing the Project and that the creation of such security interests over such shares shall not, in and of itself, give rise a breach of Section 20. MEPE acknowledges that under the terms of the Financing Documents, which are in effect at that time, the Financing Parties may, upon the occurrence of an event of default under the Financing Documents, which are in effect at that time, be entitled to procure the sale or transfer of the shares in the Seller to third parties in accordance with the Myanmar Foreign Investment Law 2012 (as amended).

21.4.4 MEPE irrevocably consents to the assignment of the Seller's rights under this Agreement pursuant to the Financing Documents, which are in effect at that time, and agrees, if required by the Financing Documents, which are in effect at that time:

(a) to make payments owing from MEPE to the Seller directly into a collateral security account;

(b) to accept in the event of a default under the Financing Documents, which are in effect at that time, as a substitute for

the Seller under this Agreement, the agent for the Financing Parties, any transferee of that agent or any purchaser of the Seller upon a foreclosure sale on behalf of the Financing Parties of the Seller's interest in the Project (provided that any incoming party has adequate legal, financial and technical status to properly observe and perform the obligations of the Seller under this Agreement); and

(iii) to afford the Financing Parties an opportunity to remedy the event giving rise to a remedial notice prior to giving effect to any termination of this Agreement, and if requested by the Seller, MEPE shall act in good faith to negotiate the terms of and enter into any direct agreement required by the Financing Parties, provided that the direct agreement shall be substantial.

21.4.5 If the Seller subcontracts the performance of any of its obligations under this Agreement, the Seller shall at all times remain liable to MEPE for the performance of its obligations.

21.4.6 Any actual, attempted or purported sale, assignment or other transfer by a Party of any of its rights or obligations or interests in, under or pursuant to this Agreement that does not comply with the terms of this Section shall be null, void, and of no force or effect.

21.5 Effect of Illegality

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable, or is declared by any court of competent jurisdiction or any other Governmental Authority to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provision which substitute provisions are satisfactory to all relevant Governmental Authorities and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of both Parties. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, illegal or unenforceable provision.

21.6 Entire Agreement

This Agreement entered into between the Parties on the date hereof contains or expressly refers to the entire agreement between the Parties with respect to its subject matter and expressly excludes any warranty, condition or other undertaking implied at Law or by custom and supersedes any and all previous agreements and understandings between the Parties with respect to its subject matter. Each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or other undertaking by the other Party not fully reflected in the terms of this Agreement.

21.7 Counterparts

This Agreement is executed in two (2) original copies, one each for MEPE and the Seller, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute but one and the same instrument.

21.8 Language

All other documents, notices and communications, written or otherwise, between the Parties in connection with this Agreement, shall be in English.

21.9 Third Parties

This Agreement is intended solely for the benefit of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees. Nothing in this Agreement should be construed to create any duty or liability to, or standard of care with reference to, any third parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

For and on behalf of MEPE

U Htein Lwin
Managing Director
Myanma Electric Power Enterprise

For and on behalf of Seller

U Aung Thiha
Managing Director
GEP (Myanmar) Co., Ltd.

In the presence of

Daw Zaw Zaw Than
General Manager (Finance)
Myanma Electric Power Enterprise

Mr. Supasit Pokinjaruras
Director
GEP (Myanmar) Co., Ltd.

U Thein Thura
Chief Engineer (Power System)
Myanma Electric Power Enterprise

Mr. Soraj Rojanabenjakul
Director
Green Earth Power (Thailand) Co., Ltd.

SCHEDULE to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 1

Operating Characteristics and the Major Equipment for the Power Plant

SCHEDULE 1
OPERATING CHARACTERISTICS FOR THE POWER PLANT

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which Schedule 1 is attached.

MEPE reserves the right to modify and/or update the Operating Characteristics.

Serial No.	Designations	Unit	Quantity	Remarks
A. Site Conditions				
	Power Plant above mean sea level	m	~170	
	Ambient design temperature, Average	Celsius	27	
	Average annual rain fall	mm	70	
	Relative Humidity, Average	%	52	
B. Power Generation Capacity				
	Installed capacity	MW_{DC}	220	
	Generation Capacity	MW_{AC}	170	
	Estimated Annual Energy Production (before degradation)	kWh	352.3 million	
C. Interconnection Parameters				
	Connecting with 230kV system	MANN-ANN Substation		
	System nominal voltage level	kV	230	
	Equipment maximum high voltage	kV	245	
	Number of Phase and Frequency	Hz	3P,50Hz	
	Short time power frequency withstand voltage	kV(peak)	850	

Aky

Serial No.	Designations	Unit	Quantity	Remarks
	Method of Neutral Grounding	Direct grounded		
	Average Annual Irradiation	Kwh/m2/day	5.184	
	Installed Angle	Degree	18	
	System efficiency	%	77.0	
D. Solar Inverter Features				
	Low Voltage Ride Through (LVRT)	Abilitity for the Power Plant to operate through periods of low voltage. The Power Plant can provide the dynamic reactive power support during this period. Active power continuously adjustable (0-100%)		
	High Voltage Ride Through (HVRT)	Abilitity for the Power Plant to operate through periods of high voltage. The Power Plant can provide the dynamic reactive power support during this period. Active power continuously adjustable (0-100%)		
	Reactive Power Control	0.85 Lagging 0.90 Leading		
	Active Power Control	Through the SCADA HMI, the Power Plant control system can be set to control the active power output of the Power Plant. When the control system detects the active power at POI exceeds the specified set point, it calculates and sends the command for each inverter indiviidually to lower its output to achieve the desired set point, using a closed-loop mechanism.		
	Dynamic Voltage Regulation	Through the SCADA HMI, the Power Plant control system can be set to operate in one of the three modes of automatic voltage regulation (AVR): voltage-regulation, power factor regulation or reactive-power control.		
	Synchronization Relay (25)	A "synch check" relay must be used to check that the synchronisation of the inverter and the grid is within the specified limits. The relay must operate		

Serial No.	Designations	Unit	Quantity	Remarks
		on all Phases to ensure phase rotation is correct.		
	DC Over-Voltage Protection	When the DC voltage of the PV array exceeds the maximum DC voltage, inverter will stop operating.		
	Grid Over/Low Voltage Protection	When the inverter AC output voltage exceeds the allowable range, inverter will stop operating.		
	Over/Low Frequency Protection	When the grid fluctuation exceeds the allowable range, inverter will stop operating.		
	Islanding Protection	Islanding refers to the situation when no grid is available, power generator still provides electrical power to loads as single power supply. The inverter will operate normally if the local load resonance frequency of the inverter output is the same with the grid rated frequency.		
	Reverse Polarity Protection	When the PV array inputs' polarities are connected reversely, inverter will protect itself against damage and resume normal operation after the connection is corrected.		
	Over Load Protection	When the PV array output exceeds the permissible maximum input power, inverter will limit the power yield at maximum AC power point. If the inverter continues operating under such situation for 7 hours or if the temperature exceeds the permissible value, inverter will automatically stop operating unless the condition resumes normal.		
	Maximum Power Point Tracking (MPPT)	The MPPT function helps in optimizing efficiency at all time and not only during cloud cover. During the day, the irradiation that the PV modules each received will be different. The output power of the solar PV module changes at real time, and therefore the input of the inverter can adapt to the actual operation characteristics of the photovoltaic power generation system, accurately tracking the maximum power points at real time to guarantee the high-efficiency operation of the photovoltaic power generation system.		

<table>
<tr><th>Serial No.</th><th>Designations</th><th>Unit</th><th>Quantity</th><th>Remarks</th></tr>
<tr><td></td><td>Frequency Droop Control</td><td colspan="3">The control system provides frequency droop control to handle unusual grid situations. In the case of above-normal frequency, the controller will reduce the active power of the Power Plant.</td></tr>
</table>

List of Major Equipment

The equipment used for the construction of the Facility shall consist of one selection from the category of each major equipment set out below.

Any changes to the major equipment shall require written consent from MEPE, which shall not be unreasonably withheld, delayed or conditioned.

260 Watt Poly-Crystalline Panel				
No.	**Manufacturer**	**Model**	**Country of Origin**	**Quantity**
1.	Jetion Solar	JT 260PLE	China / Thailand	857,795 Modules
2.	Jinko Solar	JKM 260P	China	857,795 Modules
Inverter				
No.	**Manufacturer**	**Model**	**Country of Origin**	**Quantity**
1.	Sungrow Power	SG 500MX	China	344 Inverters
2.	SMA	MV Power Station 1000 - 2000 SC	Germany	344 Inverters
3.	Ingeteam	1165TL B420	Spain	344 Inverters
230 kV Transformer				
No.	**Manufacturer**	**Model**	**Country of Origin**	**Quantity**
1.	ABB	230/33 kV	Germany	4 Transformers
2.	Siemens	230/33 kV	Germany	4 Transformers
3.	Shadong Luneng	230/33 kV	China	4 Transformers

SCHEDULE to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 2

Payments and Tariff

SCHEDULE 2
PAYMENTS AND TARIFF

1. Definition of Payment

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which Schedule 2 is attached.

The "**Payments**" are to be made by MEPE to the Seller for the electrical energy generated by the Facility and delivered to the MEPE System as determined in accordance with this Schedule.

The Payments shall compensate the Seller for provision of the power generation facility and all connected expenses to maintain it in a condition to produce electric energy. Therefore, these payments shall contain all fixed expenses of the Seller i.e.:

- fixed operating costs such as staff, capital costs, insurance costs
- fees and expenses which are not based on operating hours

Additionally, the Payments shall compensate the Seller for each kWh of electric energy produced. Therefore, these payments also contain:

- variable operating costs such as operation hours based maintenance and consumables
- fees and expenses based on operating hours

2. Payment Conditions

2.1 Installed Capacities

The installed capacity shall consist of a minimum of total installed capacity of 170 MW_{AC}. Estimated Contracted Energy shall not exceed the annual energy output, measured in MW_{AC} subject to the permissible variances as set out in Schedule 3 (*Estimated Contracted Energy and Contracted Capacity*).

The Term of the Power Plant shall be thirty (30) years commencing from the Phase 1 Commercial Operation Date, pursuant to Section 6.1 of the Agreement.

2.2 Electric Energy Production

After completing the entire Facility, the Estimated Contracted Energy to be delivered to the MEPE System by the Seller until the end of the Term, including any extension thereof, shall be in the amounts as set out in Schedule 3 (*Estimated Contracted Energy and Contracted Capacity*).

2.3 Payments for Estimated Contracted Energy and Adjustments

The Seller shall charge MEPE, and MEPE shall pay to the Seller, the actual delivered energy, net of the amount of monthly electrical energy actually back fed from the grid, at a tariff rate of USD twelve point seventy five (12.75) Cents per kWh commencing on the Phase 1 Commercial Operation Date of the Facility and throughout the Term of this Agreement, including any extension thereof.

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SCHEDULE to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 3

Estimated Contracted Energy and Estimated Contracted Capacity

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SCHEDULE 3
ESTIMATED CONTRACTED ENERGY AND ESTIMATED CONTRACTED CAPACITY

1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which Schedule 3 is attached.

Contracted Capacity The total net power output to the grid (expressed in MW_{AC}) of the Facility which shall not exceed the Estimated Contracted Energy and Estimated Contracted Capacity as set out in this Schedule.

Estimated Contracted Capacity The estimated Contracted Capacity, subject to the permissible variances as set out in this Schedule.

Estimated Contracted Energy The estimated energy, which shall not exceed the annual energy output, measured in MWh, subject to the permissible variances as set out in this Schedule.

2. GUARANTEE OF ESTIMATED CONTACTED ENERGY

In the event that the total net generating energy of the Facility (measured in MWh) is less than the minimum power generation amount of eighty percent (80%) of the Estimated Contracted Energy during the relevant annual period, the Seller shall be liable to pay for the shortfall amount as set out in Section 8.4 of the Agreement.

3. SALE AND PURCHASE OF ELECTRICITY

3.1 MEPE shall purchase the actual delivered energy of up to the maximum power generation amount of one hundred and five percent (105%) of the Estimated Contracted Energy.

3.2 In the event that the total net generating energy of the Facility (measured in MWh) exceeds the maximum power generation amount of one hundred and five percent (105%) of the Estimated Contracted Energy during the relevant annual period, MEPE shall be entitled to obtain such exceeding amount of electricity free of charge.

Year		Estimated Contracted Capacity	Estimated Contracted Energy (All Phases 170 MW_{AC})		
		Indicative MW_{AC}	Net Yearly Output (MWh)	Minimum Power Generation 80% (MWh)	Maximum Power Generation 105% (MWh)
1	2017	39.50	81,875.60	65,500.48	85,969.38
2	2018	68.46	141,909.20	113,527.36	149,004.66
3	2019	107.14	222,084.40	177,667.52	233,188.62
4	2020	152.82	316,770.64	253,416.51	332,609.17
5	2021	163.91	338,897.42	271,117.93	355,842.29
6	2022	162.23	338,422.27	270,737.82	355,343.38
7	2023	160.88	336,457.82	269,166.26	353,280.72
8	2024	159.54	333,655.13	266,924.10	350,337.89
9	2025	158.21	330,875.78	264,700.63	347,419.57
10	2026	156.90	328,119.59	262,495.67	344,525.57
11	2027	155.62	325,448.96	260,359.17	341,721.41
12	2028	154.40	322,909.72	258,327.77	339,055.20
13	2029	153.25	320,500.04	256,400.03	336,525.04
14	2030	152.16	318,247.54	254,598.03	334,159.91
15	2031	151.12	316,107.60	252,886.08	331,912.98
16	2032	150.11	314,002.33	251,201.86	329,702.44
17	2033	149.11	311,911.07	249,528.86	327,506.62
18	2034	148.12	309,833.74	247,866.99	325,325.43
19	2035	147.13	307,770.25	246,216.20	323,158.76
20	2036	146.15	305,720.50	244,576.40	321,006.53
21	2037	145.18	303,684.40	242,947.52	318,868.62
22	2038	144.21	301,661.86	241,329.49	316,744.96
23	2039	143.25	299,652.80	239,722.24	314,635.44
24	2040	142.30	297,657.11	238,125.69	312,539.96
25	2041	141.35	295,674.71	236,539.77	310,458.45
26	2042	140.41	293,705.52	234,964.41	308,390.79
27	2043	139.47	291,749.44	233,399.55	306,336.91
28	2044	138.54	289,806.39	231,845.11	304,296.71
29	2045	137.62	287,876.28	230,301.02	302,270.09
30	2046	136.70	285,959.02	228,767.22	300,256.97

Year		Estimated Contracted Capacity	Estimated Contracted Energy (Phase 1 40 MW_{AC})		
		Indicative MW_{AC}	Net Yearly Output (MWh)	Minimum Power Generation 80% (MWh)	Maximum Power Generation 105% (MWh)
1	2017	39.50	81,875.60	65,500.48	85,969.38
2	2018	38.84	80,502.50	64,402.00	84,527.63
3	2019	38.51	79,831.92	63,865.54	83,823.51
4	2020	38.19	79,166.92	63,333.54	83,125.26
5	2021	37.88	78,507.46	62,805.97	82,432.83
6	2022	37.56	77,853.49	62,282.79	81,746.17
7	2023	37.25	77,204.97	61,763.98	81,065.22
8	2024	36.94	76,561.85	61,249.48	80,389.95
9	2025	36.63	75,924.09	60,739.28	79,720.30
10	2026	36.32	75,291.65	60,233.32	79,056.23
11	2027	36.05	74,727.07	59,781.66	78,463.43
12	2028	35.81	74,229.39	59,383.51	77,940.86
13	2029	35.57	73,735.02	58,988.02	77,421.77
14	2030	35.34	73,243.95	58,595.16	76,906.14
15	2031	35.10	72,756.14	58,204.91	76,393.95
16	2032	34.87	72,271.59	57,817.27	75,885.17
17	2033	34.63	71,790.26	57,432.21	75,379.77
18	2034	34.40	71,312.13	57,049.71	74,877.74
19	2035	34.17	70,837.20	56,669.76	74,379.06
20	2036	33.95	70,365.42	56,292.34	73,883.69
21	2037	33.72	69,896.79	55,917.43	73,391.63
22	2038	33.50	69,431.27	55,545.02	72,902.84
23	2039	33.27	68,968.86	55,175.09	72,417.30
24	2040	33.05	68,509.53	54,807.62	71,935.01
25	2041	32.83	68,053.26	54,442.60	71,455.92
26	2042	32.61	67,600.02	54,080.02	70,980.02
27	2043	32.40	67,149.80	53,719.84	70,507.30
28	2044	32.18	66,702.59	53,362.07	70,037.72
29	2045	31.97	66,258.35	53,006.68	69,571.27
30	2046	31.75	65,817.07	52,653.65	69,107.92

Year		Estimated Contracted Capacity	Estimated Contracted Energy (Phase 2 40 MW_{AC})		
		Indicative MW_{AC}	Net Yearly Output (MWh)	Minimum Power Generation 80% (MWh)	Maximum Power Generation 105% (MWh)
1	2017	0.00	0.00	0.00	0.00
2	2018	29.63	61,406.70	49,125.36	64,477.04
3	2019	39.00	80,845.78	64,676.62	84,888.07
4	2020	38.59	79,999.57	63,999.65	83,999.54
5	2021	38.27	79,333.17	63,466.54	83,299.83
6	2022	37.95	78,672.32	62,937.86	82,605.94
7	2023	37.64	78,016.98	62,413.59	81,917.83
8	2024	37.32	77,367.10	61,893.68	81,235.46
9	2025	37.01	76,722.63	61,378.11	80,558.77
10	2026	36.71	76,083.53	60,866.83	79,887.71
11	2027	36.40	75,449.76	60,359.81	79,222.25
12	2028	36.12	74,868.22	59,894.57	78,611.63
13	2029	35.87	74,353.81	59,483.05	78,071.50
14	2030	35.63	73,858.61	59,086.89	77,551.55
15	2031	35.39	73,366.72	58,693.37	77,035.05
16	2032	35.16	72,878.09	58,302.48	76,522.00
17	2033	34.93	72,392.73	57,914.18	76,012.36
18	2034	34.69	71,910.59	57,528.47	75,506.12
19	2035	34.46	71,431.67	57,145.33	75,003.25
20	2036	34.23	70,955.93	56,764.74	74,503.73
21	2037	34.00	70,483.36	56,386.69	74,007.53
22	2038	33.78	70,013.95	56,011.16	73,514.64
23	2039	33.55	69,547.65	55,638.12	73,025.03
24	2040	33.33	69,084.46	55,267.57	72,538.69
25	2041	33.11	68,624.36	54,899.49	72,055.58
26	2042	32.89	68,167.32	54,533.86	71,575.69
27	2043	32.67	67,713.33	54,170.66	71,099.00
28	2044	32.45	67,262.36	53,809.89	70,625.48
29	2045	32.23	66,814.39	53,451.51	70,155.11
30	2046	32.02	66,369.41	53,095.53	69,687.88

Year		Estimated Contracted Capacity	Estimated Contracted Energy (Phase 3 40 MW_{AC})		
		Indicative MW_{AC}	Net Yearly Output (MWh)	Minimum Power Generation 80% (MWh)	Maximum Power Generation 105% (MWh)
1	2017	0.00	0.00	0.00	0.00
2	2018	0.00	0.00	0.00	0.00
3	2019	29.63	61,406.70	49,125.36	64,477.04
4	2020	39.00	80,845.78	64,676.62	84,888.07
5	2021	38.59	79,999.57	63,999.65	83,999.54
6	2022	38.27	79,333.17	63,466.54	83,299.83
7	2023	37.95	78,672.32	62,937.86	82,605.94
8	2024	37.64	78,016.98	62,413.59	81,917.83
9	2025	37.32	77,367.10	61,893.68	81,235.46
10	2026	37.01	76,722.63	61,378.11	80,558.77
11	2027	36.71	76,083.53	60,866.83	79,887.71
12	2028	36.40	75,449.76	60,359.81	79,222.25
13	2029	36.12	74,868.22	59,894.57	78,611.63
14	2030	35.87	74,353.81	59,483.05	78,071.50
15	2031	35.63	73,858.61	59,086.89	77,551.55
16	2032	35.39	73,366.72	58,693.37	77,035.05
17	2033	35.16	72,878.09	58,302.48	76,522.00
18	2034	34.93	72,392.73	57,914.18	76,012.36
19	2035	34.69	71,910.59	57,528.47	75,506.12
20	2036	34.46	71,431.67	57,145.33	75,003.25
21	2037	34.23	70,955.93	56,764.74	74,503.73
22	2038	34.00	70,483.36	56,386.69	74,007.53
23	2039	33.78	70,013.95	56,011.16	73,514.64
24	2040	33.55	69,547.65	55,638.12	73,025.03
25	2041	33.33	69,084.46	55,267.57	72,538.69
26	2042	33.11	68,624.36	54,899.49	72,055.58
27	2043	32.89	68,167.32	54,533.86	71,575.69
28	2044	32.67	67,713.33	54,170.66	71,099.00
29	2045	32.45	67,262.36	53,809.89	70,625.48
30	2046	32.23	66,814.39	53,451.51	70,155.11

Year		Estimated Contracted Capacity	Estimated Contracted Energy (Phase 4 50 MW_{AC})		
		Indicative MW_{AC}	Net Yearly Output (MWh)	Minimum Power Generation 80% (MWh)	Maximum Power Generation 105% (MWh)
1	2017	0.00	0.00	0.00	0.00
2	2018	0.00	0.00	0.00	0.00
3	2019	0.00	0.00	0.00	0.00
4	2020	37.03	76758.38	61406.70	80596.29
5	2021	49.17	101,057.22	80,845.78	106,110.08
6	2022	48.45	102,563.29	82,050.63	107,691.45
7	2023	48.04	102,563.55	82,050.84	107,691.72
8	2024	47.64	101,709.19	81,367.35	106,794.65
9	2025	47.25	100,861.95	80,689.56	105,905.05
10	2026	46.85	100,021.77	80,017.42	105,022.86
11	2027	46.46	99,188.59	79,350.87	104,148.02
12	2028	46.07	98,362.35	78,689.88	103,280.47
13	2029	45.69	97,542.99	78,034.39	102,420.14
14	2030	45.32	96,791.16	77,432.93	101,630.72
15	2031	44.99	96,126.13	76,900.90	100,932.44
16	2032	44.69	95,485.93	76,388.74	100,260.23
17	2033	44.39	94,849.99	75,879.99	99,592.49
18	2034	44.10	94,218.29	75,374.63	98,929.21
19	2035	43.80	93,590.80	74,872.64	98,270.34
20	2036	43.51	92,967.48	74,373.99	97,615.86
21	2037	43.22	92,348.32	73,878.66	96,965.74
22	2038	42.93	91,733.28	73,386.62	96,319.94
23	2039	42.65	91,122.34	72,897.87	95,678.45
24	2040	42.36	90,515.46	72,412.37	95,041.23
25	2041	42.08	89,912.63	71,930.10	94,408.26
26	2042	41.80	89,313.81	71,451.05	93,779.50
27	2043	41.52	88,718.98	70,975.18	93,154.93
28	2044	41.25	88,128.11	70,502.49	92,534.52
29	2045	40.97	87,541.18	70,032.94	91,918.24
30	2046	40.70	86,958.15	69,566.52	91,306.06

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 4

Scheduling and Dispatch Procedures

SCHEDULE 4
SCHEDULING AND DISPATCH PROCEDURES

1. DEFINITIONS

1.1 Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 4 (*Scheduling and Dispatch Procedures*) is attached.

1.2 When used herein, the defined terms set forth below shall have the following meanings:

"**Day**" means a period of twenty four (24) consecutive Hours starting at 00:00 hours Myanmar time.

"**Declared Availability**" with respect to the Availability and the Hour means the Availability of the Facility to generate electricity during that Hour (up to its Contracted Capacity most recently determined and expressed in MW_{AC}) as declared by the Seller to MEPE in the Availability Notice issued in accordance with paragraph 3.1 of this Schedule.

"**Forced Outage**" means an Outage that is not a Planned Outage or a Short Notice Outage.

"**Hour**" means a period of time equal to a twenty-fourth part of a Day and night and divided into sixty (60) minutes.

"**Outage**" means an event, other than a Governmental Force Majeure, which results in the Seller's partial or total inability to make Available the Estimated Contracted Capacity as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*).

"**Short Notice Outage**" means an Outage for maintenance performed after not less than twenty four (24) hours' notice to MEPE and which MEPE has approved (acting reasonably) pursuant to paragraph 4 of this Schedule.

2. PLANNED OUTAGES

In order to schedule each Phase of the Facility to meet the requirements of MEPE, the following procedures shall apply:

(a) Not less than ninety (90) days before the relevant Scheduled Commercial Operation Date, and thereafter not less than ninety (90) days before the beginning of each Contract Year, the Seller shall submit to MEPE the timing and duration of each proposed Planned Outage with respect to the Facility and the month during which each such Outage in the next Contract Year is proposed to occur (the **Proposed Outage Schedule**).

(b) MEPE may, no later than sixty (60) days before the beginning of each Contract Year or no later than sixty (60) days before the relevant Scheduled Commercial Operation Date (as the case may be), notify the Seller of any amendments which it proposes to be made to the Proposed Outage Schedule with respect to the Facility. The Parties shall confer with a view to reaching agreement on such amendments, provided that where no agreement is reached by the date which is thirty (30) days before the beginning of each Contract Year or the relevant Scheduled Commercial Operation Date (as the case may be), MEPE's amendments to the Proposed Outage Schedule shall prevail and the so revised Proposed Outage Schedule shall be the schedule for

all Planned Outages with respect to the Facility for each Hour of the next Contract Year provided that MEPE's amendments:

(i) set out Planned Outages that are not of a materially longer or shorter duration than the corresponding Outage proposed in the Seller's Proposed Outage Schedule;

(ii) do not require the Facility to be operated in a manner which will make void any manufacturer's or long term service contractor's warranties; and

(iii) are reasonably likely not to damage the Facility in any material respect.

(c) MEPE may, at any time, request in writing that the Seller postpones one or more Planned Outages. MEPE shall reimburse the Seller for all additional reasonable costs arising from any such requested postponement. Within twenty one (21) days of receiving MEPE's written request for postponement, the Seller shall provide MEPE with an alternative timing and duration for the Planned Outages. At the same time, the Seller shall also provide MEPE with an estimate of any additional costs arising from the postponement(s). MEPE shall provide its approval of the postponed Planned Outages and additional costs within fourteen (14) days of receiving the Seller's alternative timing and duration for the postponed Planned Outages. In the event that MEPE does not provide its approval, the Seller and MEPE shall confer with a view to reaching an agreement on the postponed Planned Outages. Where no agreement is reached, then:

(i) MEPE's amendments to the postponed Planned Outages shall prevail provided that MEPE's amendments:

(A) set out Planned Outages that are not of a materially longer or shorter duration than the corresponding Outage proposed in the Seller's Proposed Outage Schedule;

(B) do not require the Facility to be operated in a manner which will make void any manufacturer's or long term service contractor's warranties; and

(C) are reasonably likely not to damage the Facility in any material respect.

(ii) the scheduled Availability with respect to the Facility shall be adjusted accordingly for the relevant Hours during which such maintenance or repair is conducted.

(d) If the Seller fails to provide the Proposed Outage Schedule with respect to the Facility in accordance with paragraph 2(a) of this Schedule, then not less than thirty (30) days before the relevant Scheduled Commercial Operation Date or (as the case may be) not less than thirty (30) days before the beginning of any Contract Year, MEPE shall provide the Seller with a schedule for all Planned Outages with respect to the Facility for each Hour of the next Contract Year.

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3. SCHEDULING

3.1 The Seller shall, at no later than 10:00 hours on each Day:

(a) provide MEPE with the necessary Availability Notice to notify MEPE of the Declared Availability and the Declared Operating Characteristics for each Hour of the next Day, which shall take into account the Planned Outages determined pursuant to paragraph 2 of this Schedule and any Short Notice Outages and Forced Outages of which the Seller is aware at such time; and

(b) if it has not done so already, provide MEPE with all relevant Outage Notices associated with the Planned Outages, Short Notice Outages and Forced Outages referred to in sub-paragraph (a) above.

3.2 The Seller shall, on any Day, provide MEPE with all relevant Outage Notices required to notify MEPE of any Forced Outages which will adversely affect the Seller's ability to make available the Declared Availability or the Declared Operating Characteristics during that Day and/or for the next Day if the Declared Availability and the Declared Operating Characteristics for the next Day has already been notified, as soon as possible after becoming aware of the occurrence or likely occurrence of any such Outage (by submitting the relevant Outage Notice to MEPE). The Seller shall specify the time at which any such Forced Outage will occur and the effect of such Forced Outage.

3.3 MEPE shall use the Declared Availability and the Declared Operating Characteristics notified pursuant to paragraph 3.1 above as the basis for the Dispatch Instructions and such Dispatch Instructions shall:

(a) provide the Seller with instructions as to the operating mode of the Facility; and

(b) be in the form provided in Schedule 14 (*Format of Operating Notices*) or by telephone (provided that the Dispatch Instruction is confirmed by facsimile or email as soon as possible thereafter).

4. SHORT NOTICE OUTAGES

4.1 Save as may be required by a Forced Outage, the Seller shall only conduct maintenance or repair of the Facility during Planned Outages unless the Seller has requested MEPE's approval of a Short Notice Outage in accordance with this paragraph 4 and MEPE has consented in writing to such Short Notice Outage. In such case, the scheduled Availability shall be adjusted accordingly for the relevant Hours during which such maintenance or repair is conducted.

4.2 Each request by the Seller for a Short Notice Outage shall be confirmed in writing by the Seller within four (4) hours of the request having been made. Each notification shall include the following information:

(a) full details of the problem and the effect of the Short Notice Outage on the Availability and Contracted Operating Characteristics and the equipment which is affected;

(b) the expected date and start time of the Short Notice Outage;

(c) the estimated date and time on which the Facility is expected to return to commercial operation; and

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(d) full details of any restrictions or risk of trip of the Facility caused by the problems associated with the Short Notice Outage.

4.3 The approval of the Short Notice Outage shall be at the sole discretion of MEPE (acting reasonably). MEPE may reject, or request the Seller to advance or defer, a Short Notice Outage. If the Seller agrees to such request then the Seller shall send written confirmation to MEPE of such agreement specifying the details required to be submitted in accordance with paragraphs 4.2(b) and (c) above.

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 5

Addresses for Notices

SCHEDULE 5
ADDRESSES FOR NOTICES

1. **THE SELLER**

Address:	Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, the Republic of the Union of Myanmar
Telephone:	+95(1) 860-4660
Facsimile:	+95(1) 860-4670
Email:	lin.naing@geppower.net
Attention:	General Manager

2. **MEPE**

Address:	Office Building No.27, Myanma Electric Power Enterprise, Ministry of Electric Power Nay Pyi Taw, the Republic of the Union of Myanmar.
Telephone:	+95(6) 741-0218
Facsimile:	+95(6) 741-0442
Email:	
Attention:	Managing Director

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 6

Form of Payment Invoice / Credit Note

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SCHEDULE 6
FORM OF PAYMENT INVOICE

Name: *GEP (Myanmar) Co., Ltd.* Tax ID No. ____________________

Address: ____

Invoice No.________________________________ Date: ____________________________

Electric Energy Payments for Period:

From ______DD/MM/YY, HH/MM/SS__________ To ______DD/MM/YY, HH/MM/SS___

Due On: Date: ____________________________

Myanma Electric Power Enterprise (MEPE)

Address

Monthly Energy Payment for month …. / Yearly Energy Adjustment Payment for year ….

DESCRIPTION		AMOUNT
Electrical Energy Charges for 01-31 month year / year		**USD**
Total Due this Invoice		**USD**

PAYMENT REQUIREMENT

Please kindly arrange the payment within 45 days, will be much appreciated by bank transfer to xxx Bank, USD Current Account no. Swift Code Bank address:

Name: ______________________________

Authorized Signature

Name: *GEP (Myanmar) Co., Ltd.* Tax ID No. ____________________

Address: ____

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Calculation Sheet for Electrical Energy Charges

Billing Period	Amount of electrical energy purchased (kWh)	Tariff (US Dollars per kWh)	Credit/Deduction amount (US Dollars)	Total Amount due for the settlement/adjustment (US Dollars)

Prepared/Checked by

Note: According to Power Purchase Agreement between Myanma Electric Power Enterprise and GEP (Myanmar) Co., Ltd., in the event that the Net Electrical Generation is less than eighty (80%) of the Established Contracted Energy, the Seller shall pay to MEPE the penalty which will be calculated and included in the final settlement in January of the following year.

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Settlement Statement for Electrical Energy

Month:

No.	Description	Unit	Quantity	Remark
1	Amount of monthly electrical energy actually transmitted to grid	kWh		
2	Amount of monthly electrical energy actually back fed from the grid			
3	Net amount of monthly electrical energy purchases			

Prepared/checked by

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 7

Plant Technical Characteristics

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SCHEDULE 7
PLANT TECHNICAL CHARACTERISTICS

1. INTRODUCTION

This Schedule 7 (*Plant Technical Characteristics*) describes the minimum functional requirements for the Facility, including the scope of the design requirements (the "**Plant Technical Characteristics**").

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which Schedule 7 is attached.

The Facility shall be required to comply with the environmental standards and safeguards required by the Laws of Myanmar.

1.1 Facility Requirements

The Facility is required to be reliable and efficient and is expected to achieve an Estimated Contracted Energy as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*). It is essential that the key components of the Facility are of proven design and technology. The Facility is to be based on photovoltaic technology.

The Facility will be developed in 4 Phases:

Phase 1: design, development and construction of the New Transmission Facility and the Facility in a capacity of up to 40 MW_{AC} which shall generate the Estimated Contracted Energy as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*);

Phase 2: design, development and construction of the Facility in a capacity of up to 80 MW_{AC} which shall generate the Estimated Contracted Energy as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*);

Phase 3: design, development and construction of the Facility in a capacity of up to 120 MW_{AC} which shall generate the Estimated Contracted Energy as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*); and

Phase 4: design, development and construction of the Facility in a capacity of up to 170 MW_{AC} which shall generate the Estimated Contracted Energy as set out in Schedule 3 (*Estimated Contracted Energy and Estimated Contracted Capacity*).

The Facility will be connected to the MEPE System via a 230 kV switchyard located within the Facility and connected via the New Transmission Facility. The Seller is required to design, supply, construct and test the New Transmission Facility and SCADA communication system between the Facility and the Mann and Ann 230 kV substations.

On completion of testing in accordance with Schedule 15 (*Connection Point Inspection*

and Testing), the New Transmission Facility shall be transferred to MEPE.

1.2 Engineering, Procurement and Construction

The Seller will be obliged to utilize Prudent Utility Practices (as defined in the Agreement) in preparing the design of the Facility. Equipment proposed shall be of new manufacture and proven design by reputable manufacturers with sufficient experience. The equipment used for the construction of the Facility shall consist of one selection from the category of each major equipment set out in Schedule 1 (*Operating Characteristics and the Major Equipment for the Power Plant*). Any changes to the major equipment shall require written consent from MEPE, which shall not be unreasonably withheld, delayed or conditioned. A summary of supporting evidence should be provided and MEPE may request additional information.

The Seller shall inform MEPE the name of the contractor responsible for the engineering, procurement and construction of the Facility.

1.3 Operation and Maintenance (O&M)

If the Seller is unable to perform the O&M services within its own resources, the Seller shall nominate an O&M contractor to act as the Facility operator under the Agreement and operate and maintain the Project. The O&M contractor shall have the appropriate experience necessary for operating the Project.

The Seller shall inform MEPE the name of the contractor responsible for the operation and maintenance services of the Facility.

2. SITE CONDITIONS

2.1 General

The Site is to be leased by the Seller from AVA Capital Trading Ltd. and Ministry of Environmental Conservation and Forestry, as per the details set out in Schedule 20 (*Land Lease Agreement*).

2.2 Location

The Site is located in Sagu Township, Minbu District, Magway Region, the Republic of the Union of Myanmar, with approximate total area of 836 acres or 3,383,174.96 square meters.

3. TECHNICAL REQUIREMENTS/DESIGN PHILOSOPHY

3.1 General

The Facility shall be designed, manufactured, installed and be suitable in every respect for operation at the Estimated Contracted Energy and shall exhibit high efficiency and reliability.

The Facility shall utilize new components and systems which are of proven design. The Power Plant shall be built to appropriate internationally recognized standards, and shall comply with all the applicable Myanmar codes.

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Facility reliability, availability and maintainability consistent with high efficiency, are of paramount importance, as is the need to meet all environmental constraints.

The Facility shall be designed to permit unconstrained operation over the full range of ambient conditions in accordance with the Operating Characteristics contained in Schedule 1 (*Operating Characteristics for the Power Plant*) of the Agreement.

3.2 Water

The Seller is responsible for entering into any contractual agreements necessary to meet the requirements specified below.

(a) Raw Water

Raw water to be used by the Seller shall be provided from local water sources under license from the relevant Governmental Authorities. The Seller shall also be responsible for locating, constructing and operating any required pipelines to deliver raw water to the Site, including any other equipment found to be necessary at any time throughout the Term of the Agreement, including any extension thereof.

(b) Potable Water

The Seller shall provide a potable water supply. The Seller may also choose to use bottled water to supplement drinking water supplies.

(c) Construction Water

During construction, the Seller shall develop, meter, store and distribute a source of water for construction.

(d) Sanitary and Sewer Facilities

The Seller shall provide adequate sanitary facilities during construction and operations and shall keep discharges within the environmental limits set out in Schedule 8 (*Environmental, Social and Labor Standards and Requirements*).

3.3 Drainage

All drains and liquids discharged from the Facility shall be disposed of in a manner in accordance with the approved Environmental Impact Assessment (EIA) and the requirements of Schedule 8 (*Environmental, Social and Labor Standards and Requirements*).

3.4 Telecommunications

The Seller shall be responsible for obtaining and maintaining network connections with the Myanmar telecommunications system.

3.5 Mode of Operation

The Facility shall be Dispatched in accordance with the Dispatch Instructions.

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The Facility shall be capable of following the daily and seasonal changes in demand.

Annual planned maintenance shall occur, whenever possible according to the requirements of the Agreement.

3.6 Standards and Codes

The Seller shall ensure that the engineering, design, manufacture, shipping, construction, commissioning and testing of all equipment, facilities, components and systems which they propose shall form part of the Facility is in accordance with internationally recognised standards and codes in their latest edition. Codes that are not available in the English language are not acceptable.

The international standards published by the authorities listed here are acceptable:

ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BS	British Standards Institution
CEN	European Committee for Standardization
CENELEC	European Committee for Electrotechnical Standardization
DIN	German Standardization Institute
EHS	World Bank EHS Guidelines
HIS	Hydraulic Institute Standard
IBC	International Building Codes
IEC	International Electrotechnical Commission
IEE	Institute of Electrical Engineers
IEEE	Institute of Electrical and Electronics Engineers

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IETE	Institution of Engineering and Technology in UK
IFC PS	IFC Performance Standards
ISO	International Standards Organization
JIS	Japanese Industrial Standards
MSS	Manufacturer's Standardization Society
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
PIANC	Permanent International Association of Navigation Congresses
SSPC	Steel Structures Painting Council.
VDI	Association of German Engineers
VGB	Society of large utility owners
UBC	Uniform Building Codes

The Facility shall also comply with Myanmar national standards as may be approved by MEPE (or any other approved Governmental Authority) from time to time.

3.7 Design Considerations

The Facility shall be capable of operation within the technical limits specified in the Agreement, the Schedules, as set out below and in accordance with the Dispatch Instructions.

The Facility shall be designed such that the impact of a failure of any single piece of auxiliary equipment on the output of the Facility will be minimal and will not cause a failure of the entire Facility.

The Facility is to be designed to operate with solar power.

The control system of the Facility shall be equipped with automatic power control capability for automatic and manual regulation of the real and reactive power output of the Facility.

The Facility shall be equipped with the facilities required for such control and all necessary measurements and data for transmitting over communication links between the Facility and the control room of the MEPE System. In addition, there shall be data and voice links between the Facility and the control room of the MEPE System.

The Facility shall be capable to be fully dispatchable of up to the Estimated Contracted Energy.

The output of the Facility shall be available for a power factor of 0.85 (lagging) up to 0.90 (leading).

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Normal operation range voltage changes shall not affect the active and reactive power output of a generating unit.

The voltage of the electrical transmission system shall be nominally 230 kV and within the range ± 10 %.

The frequency of the transmission system shall be 50 Hz. Normal control deviations will not exceed 48.5 Hz to 50.10 Hz. Under transient or disturbed conditions, system frequency could rise to 52 Hz or fall to 47 Hz and the generating unit(s) should remain in synchronism with the MEPE System. This frequency range shall be considered in the design of the Facility. The generating unit(s) shall be designed to operate in the following frequency range for the time periods indicated below:

51.5 Hz – 52 Hz	(15 minutes)
51 Hz – 51.5 Hz	(90 minutes)
48.5 Hz – 51 Hz	(continuous)
47.5 Hz – 48.5 Hz	(25 minutes)
47.0 Hz – 47.5 Hz	(30 seconds)

The Facility shall be provided with emergency power supplies to ensure the safe and controlled shutdown of all generating unit(s) in the event of loss of all electrical supplies without damage to any equipment.

In the switchyard, the 230 kV transformer circuit breakers shall be configured for operation from the Facility and also from the switchyard's control room, with proper interlocks and control.

The Facility will be able to start the first generating unit by back feeding from the MEPE System.

3.8 Power Station Electrical System

(a) Protection Systems

Protection systems shall disconnect the Facility to minimize damage from faults. Main and back-up or dual protection schemes shall be installed using modern protection relays. The Seller shall cable the protection schemes and intertripping from the Facility to the MEPE interface cubicles in the 230 kV switchyard.

The Seller shall be responsible for protecting the Facility in the case that the frequency and voltage of the MEPE System exceeds the operational limits.

(b) Interface with the Facility and the MEPE System and the MEPE's Control Centre

Signal exchange between the Facility and the MEPE's Control Centre shall be via Remote Terminal Unit(s) (RTU) located at the 230 kV switchyard. The RTU(s) specifications will be provided by MEPE and the Seller will cable to the

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RTU(s) from the Facility. All measuring devices, auxiliary contacts and interposing relays and selector switches together with wiring and associated facilities for the Facility are to be supplied by the Seller.

Overall policies for Facility monitoring control will be developed by the Seller in consultation and agreed with MEPE.

A Supervisory Control and Data Acquisition (SCADA) facility list is envisaged which will be required to provide status and alarm signals for the following areas of the Facility:

circuit breakers;

generator transformers;

communications;

station protection; and

operating parameters.

3.9 230 kV Switchyard

The 230 kV switchyard will be located within the same compound as the Site as set out in the diagrams specified in Paragraph 2.1 of Schedule 10 (Metering, SCADA and Communication System).

3.10 Metering Equipment

Metering of Electrical Energy Delivered

The Seller shall install a minimum of two sets of MEPE approved tariff type Metering Equipment (Primary Metering Equipment and Back-Up Metering Equipment) in accordance with Schedule 10 (*Metering, SCADA and Communication System*) of the Agreement, to measure the electrical energy delivered at the Connection Point. The Metering Equipment will be installed at the Seller 230 kV switchyard in the 230 kV incoming circuit from the Facility. After the New Transmission Facility Handover Date, the Metering Equipment will give, for each direction of flow, the following quantities: a continuous automatic record of both kilowatts and kilovars; an automatic record of the kilowatt hours and kilovar hours for each sixty (60) minute interval beginning or ending on the hour; and a continuous integrating record of the kilowatt-hours and kilovar hours.

The Primary Metering Equipment shall be used for the net electrical energy import/export by the Facility to the 230 kV. The Back-Up Metering Equipment will be used for verification purposes. Each set of meters shall be connected to a separate set of current transformers.

Provision shall be made for signaling the above data to the Seller's control room.

The accuracy of meters, current transformers and voltage transformers shall each be within ± 0.2%. All meters shall be sealed in line with the requirements of the Agreement.

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3.11 General Requirements

(a) Sparing Philosophy

The Facility shall be designed such that the failure of any single auxiliary plant item within a generating unit will not result in the material loss of generation from that or any other generating unit.

Failure of any single item of auxiliary equipment shall not result in a material reduction in power exported from the Facility.

(b) Protection against the Environment

Each plant item shall be designed to withstand the most extreme ambient conditions to which it may be subjected and to continue to function normally whilst the Facility is operated at its maximum rating.

(c) Performance Monitoring Systems

The Seller shall install systems for the continuous performance monitoring of the Facility to ensure that information required for the production of invoices meets the requirements of the Agreement. All data required to produce invoices shall be automatically forwarded to MEPE's Control Centre via the 230 kV switchyard for use by MEPE's copy of the Model. The continuous performance monitoring systems shall include continuous ambient condition monitoring facilities in line with the requirements of the Agreement.

Equipment used for ongoing Facility performance monitoring should at all times have a valid calibration certificate. Certificates shall be made available at the request of MEPE.

(d) Units of Measurement

The units of measurement used throughout the Project shall be in the Système International d'Unités (SI) Units, except temperature, which shall be expressed in degrees Celsius.

(e) Security Systems

The Facility design shall include suitable security systems such as security fences. Facilities for security personnel such as a guard house shall also be included.

The Facility is to be protected from both casual and malicious intrusion. The protective measures which the Seller will implement shall include but are not limited to: perimeter security fence; CCTV system to monitor the perimeter and provide operational overviews and details of the Facility Site; intruder detection to buildings; access control system to the Site and buildings (includes time in attendance) gate intercom system to allow visitor access; and mechanical site access gate.

These measures will be fully integrated to allow an automatic response to events

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to aid operator decisions.

(f) **Fire Protection Systems**

The Facility shall have a high level of fire protection in accordance with National Fire Protection Association (NFPA) Codes. The recommendations of NFPA 850 and the Myanmar fire fighting department shall be adopted as a minimum requirement. The Site shall be provided with substantial firefighting systems to minimize damage to the Facility in the event of a fire.

4. SCOPE, INTERFACES AND TERMINAL POINTS OF THE FACILITY

4.1 Scope of the Facility

The scope of works for the Project shall cover the development, design, engineering, financing, permits, insurance, procurement, manufacturing, factory testing, transport to the Site, erection, construction, commissioning and performance testing including Site investigation, Site development and all related civil works, as well as operation and maintenance of the Facility.

The Seller will be required to include in the scope of work all equipment works and services necessary for complete, safe and prudent operation and maintenance for each generating unit and for the whole of the Facility, even if certain essential works are not expressly stated in the Plant Technical Characteristics or elsewhere in the Agreement.

The scope of works for the Project shall include, but not be limited, to the following:

(a) Preparatory works, such as:

Site surveys, including topography, geotechnical, seismic conditions, hydrographic and meteorology studies; soil investigation, Site preparation, e.g. clearing, backfilling with compaction/consolidation, grading, levelling, earth moving, etc; and Site drainage and sewage treatment and removal systems.

(b) Infrastructure works, including:

construction and/or improvement of access roads to Site as well as access roads on-site; electricity and water supply for the construction of the Facility; construction of compressed air supply and distribution system, product water system, security fencing, parking, etc.; and fire-fighting.

(c) Construction facilities, including:

provision of temporary housing camp, contractor's offices, warehouses, workshops for Site construction purposes, vehicles, mobile equipment, temporary power generators, temporary air compressors, including fuel and electricity required during construction; and demolition and removal of temporary construction facilities after the Phase 4 Commercial Operation Date including restoration of surface areas.

(d) Civil parts such as:

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piling works (if required); general buildings, such as administrative building, workshop, laboratory, storage building, auxiliary buildings and structures, including ventilation and air-conditioning facilities of buildings; building for mechanical and electrical equipment including excavations, foundations, substructures, construction and finishing of the complete building complex, ventilation and air conditioning facilities of buildings; and roads and surface drainage.

(e) Fire detection, fire protection devices, and firefighting water systems.

(f) Waste water treatment facilities complete including oily drains system treatment, and sewerage treatment plant.

(g) Electrical equipment, control and instrumentation (C&I), such as:

PV array and inverter protection systems, including main connections, main breaker, C&I system, etc; 230 kV overhead lines and termination equipment; Facility auxiliaries supply complete including generating unit auxiliary transformers, MV/LV transformers, MV switchgear, LV switchgear, MV/LV busducts and cables, DC and UPS systems, lighting, earthing and lightning protection systems; interfacing facilities for interchanging data between the Facility and the MEPE's Control Centre;

Hardware and Software, including licenses for MEPE use of the tariff model; control and instrumentation, complete including Facility control and monitoring system, telecommunication, protection systems, environmental monitoring equipment, field testing equipment, instrument workshop equipment, metering, etc; and security CCTV system.

(h) Project development: such as services which are common for the Facility and not related to specific equipment and facilities, e.g. management and supervision, engineering, insurance and bonds during construction, training services and other services, documentation to be provided, testing, etc.

4.2 Interfaces and Terminal Points of the Facility

(a) General

The Seller's scope shall include connecting equipment, facilities and services at the interfaces (tie-ins).

(b) Terminal Points of the Facility

(i) Electrical: The supply, installation, operation and maintenance of the Facility's 230 kV circuit breakers are within the scope of this Project. The post construction interface (the Connection Point) will be at the 230 kV interface between each 230 kV main transformer circuit breaker provided by the Seller and the 230 kV overhead transmission line which will be supplied and constructed by the Seller and ownership transferred to MEPE for operation and maintenance on completion of testing. The protection and intertripping between the Facility and the 230 kV

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switchyard will be at an interface panel provided by the Seller in the Facility. At each electrical interface, co-ordination is required between the Seller and MEPE.

(ii) The operation and maintenance interface for the Facility telephones, telemeasurements, indications, and signaling will be at a RTU installed by the Seller at the Facility. Co-ordination between the Seller and MEPE will be required at the interface. The connection between the Facility and the 230 kV switchyard including the interface cubicle at the 230 kV switchyard will be supplied and constructed by the Seller.

(iii) Storm and surface water run-off/drainage systems: drainage systems shall be included in the Seller's scope and shall be required to interconnect to existing systems (if applicable), and shall be routed to the evaporation pond or other containment vessel. The collection and storage shall be in accordance with the approved EIA and where necessary subject to approval by MEPE and/or the relevant Governmental Authority.

(iv) Communications and SCADA: the operation and maintenance interface for SCADA equipment shall be at the terminal blocks/strips at the Facility. The connection between the Facility and the 230 kV switchyard including the interface cubicle at the 230 kV switchyard will be supplied and constructed by the Seller.

4.3 Related Projects

Transmission Lines

MEPE is in the process of designing and installing new 230 kV transmission lines, switch bay extension and SCADA system to MEPE switchyard which shall include but not be limited to the completion of the construction of the new 230 kV transmission line route which includes (i) the Oakshitpin – Taunggup – Maei – Ann – Minbu transmission line; and/or (ii) the Minbu – Taungdwingyi transmission line.

5. PERFORMANCE GUARANTEE DATA, TECHNICAL LIMITS

5.1 General Requirements

For the avoidance of doubt, the Seller will be obliged to make available such power capacity as defined by the Agreement over the range of Site ambient conditions, throughout the Term of the Agreement, including any extension thereof.

5.2 Technical Limits

The technical data related to equipment rating and characteristics of the Facility are to be specified in Schedule 1 (*Operating Characteristics for the Power Plant*) of the Agreement.

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6. QUALITY ASSURANCE, INSPECTION, COMMISSIONING AND TESTING

6.1 General

The Seller will be responsible for the development, design, manufacture, transport to Site, construction, commissioning, testing, operation and maintenance of the Facility and the design, construction, commissioning, testing and handover of the New Transmission Facility such that it meets the requirements of the Agreement and other Project Agreements. The Seller will therefore be required to develop, implement and maintain a quality assurance system covering all Phases of the Project in accordance with the relevant ISO standards.

6.2 Quality Assurance

The system of quality assurance shall be in conformance with ISO 9001 (latest revision). The Seller will be required to prepare a quality assurance manual covering the operation and maintenance of the Facility in a form reasonably acceptable to MEPE. This shall be presented to MEPE, as appropriate, at least sixty (60) days prior to the Phase 1 Commercial Operation Date. MEPE will have the right to raise comments on the manual. MEPE will review quality plans and agree with the Seller a programme of verifications, inspections and audits to be carried out by MEPE or its representatives, independent of the Seller own monitoring activities. All non-conformities raised by MEPE are to be resolved prior to the Phase 1 Commercial Operation Date. All quality assurance/ quality control documentation is to be kept up-to-date by the Seller, and available for inspection on-Site by MEPE.

6.3 Third Party Certification

The Seller will be required to arrange for an independent third party insurance classification organization to certify that the design, materials and construction of the equipment in the scope comply with statutory requirements and applicable insurance requirements.

6.4 Testing

The whole of the Facility shall be tested in accordance with the standards for the Seller's quality plans and testing procedures as approved by MEPE and in accordance with the testing procedures set out in Section 2.6 of the Agreement and Schedule 11 (*Testing Procedure*) of the Agreement.

The Seller in conjunction with the MEPE will be required to develop a protocol for the Tests. The protocol will reflect the minimum requirements and will define the documentation, test details, timing, etc. The Seller will be required to comply with the testing requirements specified in Schedule 11 (*Testing Procedure*) to the Agreement.

7. DOCUMENTS TO BE SUBMITTED TO MEPE

The Seller is required to submit to MEPE any information, drawings and documents that may reasonably be required by MEPE to understand the design, construction, operation and maintenance of the Project. The following describes the minimum scope of information, documents and drawings to be submitted to MEPE by the Seller but does

not provide for an exhaustive list of documents.

The Seller shall provide sufficient paper and electronic files of all requested documentation to enable MEPE to circulate the same to its contractors, consultants and other concerned authorities. The description and specifications of the electrical protective devices to be incorporated in the Facility in order to protect the Facility, the 230 kV switchyard and the transmission line, metering system and interconnection points are of particular importance and require the approval of MEPE prior to incorporation into the design of the Facility.

As a minimum, the following documents shall be submitted to MEPE:

(a) Quarterly development progress reports;

(b) Monthly construction progress reports by no later than ten (10) Business Days after the last day of each calendar month. The table of contents of the monthly progress report shall be agreed upon with MEPE but in any case shall include a status report on permitting/consents and an updated Project construction schedule;

(c) Other technical progress reports prepared by the independent engineer or other technical advisers of the Financing Parties (if any);

(d) General arrangement and layout drawings;

(e) Drawings and documents required for permitting, certifying and/or licensing of the Facility and copies of all correspondence between the Seller and Governmental Authorities;

(f) Detailed Project schedule relating to engineering, procurement, construction and testing of the Facility, including the timelines for permitting and consents;

(g) Performance test procedures and testing reports as specified in Schedule 11 (*Testing Procedure*) of the Agreement;

(h) the ESIA Report;

(i) All documents required to be provided by the Seller to MEPE under the various Project Agreements; and

(j) All studies, executed by the Seller to demonstrate that the entire Facility will perform according to the requirements of the Agreement and related agreements, including reactive power and transformer control requirements as well as the determination of equipment ratings in the event of outages and faults.

Transient simulations in order to:

- determine the critical fault clearing times under various loading and operation conditions;
- verify the Facility performance requirements with respect to active power control as well as voltage control under the most relevant contingencies;

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– verify that expected values of primary, secondary and tertiary response behavior of the power Facility are in compliance with MEPE requirements;

Any transient stability calculation data shall be presented in IEEE format. Calculation of electromagnetic transients with respect to isolation requirements and SSR aspects (if deemed to be required).

Determination of harmonic currents injected to the 230 kV connection point including verification of the voltage waveform characteristics at the 230 kV connection point.

One copy of all documentation relating to the design, construction, operation and maintenance of the Facility, including as-built drawings, operation and maintenance manuals etc. shall be retained on the Site for the Term of the Agreement, including any extension thereof, for the use of MEPE.

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 8

Environmental, Social and Labor Standards and Requirements

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SCHEDULE 8

ENVIRONMENTAL, SOCIAL AND LABOR STANDARDS AND REQUIREMENTS

1. DEFINITIONS

1.1 Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which Schedule 8 is attached.

1.2 The Seller shall plan, design, construct and operate the Facility and design and construct the New Transmission Facility, and generally comply with the standards and guidelines specified in Section 2.2.3 of the Agreement and those listed below. This includes obtaining and maintaining all necessary Governmental Approvals for the construction and operation of the Facility and the construction of the New Transmission Facility.

1.3 Applicable national Myanmar environmental, social and labor laws are as follows.

IFC Performance Standards

World Bank Group EHS General Guidelines

World Bank Group EHS Guidelines for Electric Power and Transmission Distribution iv IFC Stakeholder Engagement Handbook v and other relevant Good Practice Notes IFC Handbook for Preparing a Resettlement Action Plan vi (if applicable)

Any environmental, social and labor performance standards specified by any Financing Parties in any Financing Documents

1.4 The Myanmar Environmental Conservation Law (2012) (the "**MECL**") has been enacted to implement the National Environmental Policy. The MECL includes principles and guidelines for sustainable development, conservation of a clean environment, and preservation of natural and cultural heritage. Under the MECL, regulations and standards will be issued from time to time which the Seller will be required to comply with.

References to "WBG" in this Schedule are to the "World Bank Group".

2. ENVIRONMENTAL IMPACT ASSESSMENT AND RELATED LAWS

2.1 The Seller shall prepare an Environmental Impact Assessment (EIA) for the Project in accordance with the requirements and regulations of the Ministry of Environmental Conservation and Forestry (the "**MOECAF**").

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2.2 The Seller shall prepare an Environmental and Social Impact Assessment (ESIA) in accordance with IFC Performance Standards relating to the adequate identification and assessment of project risks and impacts.

2.3 To the extent practicable, the EIA will be the same as the ESIA, with only a single assessment prepared to avoid confusion. If separate assessments are prepared, the Seller shall exercise its best efforts to minimize inconsistencies between the two documents.

2.4 The EIA, ESIA and related management plans shall be prepared by the Seller's personnel or external experts with knowledge of IFC Performance Standards 1-8.

2.5 The Seller shall also comply with all relevant environmental protection Laws, including but not limited to:

- The Forest Law (1992)
- The Forest Rules (1995)
- The Protection of Wild Life, Wild Plants and Conservation of Natural Areas Law (1994)
- Wild Life Protection Rules (2002)
- The Protection of Wildlife and Conservation of Natural Areas Law - SLORC Law No. 6/94
- The Forest Department Notification No. 583/94
- Environmental Conservation Law (2012)
- Environmental Conservation Rules (2014)
- National Environmental Policy (1994)
- The Conservation of Water Resources and Rivers Law (2006)
- Myanmar Agenda 21

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3. STANDARDS AND GUIDELINES

The Project is required to comply with all relevant national, WBG and IFC guidelines and standards, with the main WBG guidelines applicable to the Project such as the Noise Levels Guidelines as follows.

Noise Levels Guidelines

Working environments (worker exposure): the Facility shall be designed to achieve the noise limits for working environments set out in the WBG EHS General Guidelines.

Location/Activity	Equivalent Level (LAeq, 8 hour)
Heavy Industry (no demand for oral communication)	**85 dB(A)**
Open offices, control rooms, service counters or similar	**45-50 dB(A)**

Source: Table 2.3.1, WBG EHS General Guidelines.

No employees should be exposed to a noise level greater than the guideline limits detailed above without hearing protection. Noise levels shall be measured according to appropriate International Electrotechnical Commission (IEC) standards.

Ambient conditions (beyond the facility boundary): the Seller shall also comply with the background noise level guidelines indicated in the WBG EHS General Guidelines, as set out below.

Receptor	One Hour LAeq (dBA)	
	Daytime	**Nighttime**
	(07:00 - 22:00)	**(22:00 - 07:00)**
Residential, institutional, educational	**55**	**45**
Industrial, commercial	**70**	**70**

Source: Table 1.7.1, WBG EHS General Guidelines.

The WBG EHS General Guidelines require that noise impact should not exceed the levels presented in Table 1.7.1, or result in a maximum increase in background levels of 3 dB at the nearest receptor location off-site. Measurements are to be taken using noise receptors located outside the site. The actual permissible noise levels will be confirmed in the EIA/ESIA.

4. LABOR REQUIREMENTS

4.1 The Seller shall ensure that all relevant Myanmar labor Laws are complied with, including but not limited to:

- Employment Restriction Act (1959)
- Employment Statistics Act (1948)
- Factories Act (1951)
- Labor Organization Law (2011)
- Leave and Holidays Act (1951)
- Payment of Wages Act (1936)
- Workmen's Compensation Act (1923)
- Minimum Wage Law (2013)
- Settlement of Labor Dispute Law (2012)
- Social Security Law (2012)
- Employment and Skill Development Law (2013)

4.2 Myanmar has been a member of the International Labor Organisation (ILO) since 1948, therefore, the Seller shall comply with the following ILO conventions:

- C029 - Forced Labor Convention, 1930 (No. 29) - 04 Mar 1955
- C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) - 04 Mar 1955
- C001 - Hours of Work (Industry) Convention, 1919 (No. 1) - 14 Jul 1921
- C002 - Unemployment Convention, 1919 (No. 2) - 14 Jul 1921

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- C006 - Night Work of Young Persons (Industry) Convention, 1919 (No. 6) - 14 Jul 1921
- C011 - Right of Association (Agriculture) Convention, 1921 (No. 11) - 11 May 1923
- C014 - Weekly Rest (Industry) Convention, 1921 (No. 14) - 11 May 1923
- C015 - Minimum Age (Trimmers and Stokers) Convention, 1921 (No. 15) - 20 Nov 1922
- C016 - Medical Examination of Young Persons (Sea) Convention, 1921 (No. 16) - 20 Nov 1922
- C017 - Workmen's Compensation (Accidents) Convention, 1925 (No. 17) - 16 Feb 1956
- C018 - Workmen's Compensation (Occupational Diseases) Convention, 1925 (No. 18) - 30 Sep 1927
- C019 - Equality of Treatment (Accident Compensation) Convention, 1925 (No. 19) - 30 Sep 1927
- C021 - Inspection of Emigrants Convention, 1926 (No. 21) - 14 Jan 1928
- C022 - Seamen's Articles of Agreement Convention, 1926 (No. 22) - 31 Oct 1932
- C026 - Minimum Wage-Fixing Machinery Convention, 1928 (No. 26) - 21 May 1954
- C027 - Marking of Weight (Packages Transported by Vessels) Convention, 1929 (No. 27)- 07 Sep 1931
- C042 - Workmen's Compensation (Occupational Diseases) Convention (Revised), 1934 (No. 42) - 17 May 1957
- C052 - Holidays with Pay Convention, 1936 (No. 52) - 21 May 1954
- C063 - Convention concerning Statistics of Wages and Hours of Work, 1938 (No. 63) Excluding Parts III and IV -24 Nov 1961

4.3 The Seller shall also comply with the provisions of IFC Performance Standard 2 Labor and working conditions, which includes provisions relating to general working conditions, workers organisations, non-discrimination and equal opportunities, retrenchment, the provision of a grievance mechanism, and the prohibition of child labor and forced labor.

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5. OTHER APPLICABLE LAWS AND GUIDELINES

The Seller is responsible for ensuring that other national laws that may be applicable to the Facility are adhered to, including, but not limited to:

- Land Acquisition Act (1894)
- The Farmland Act (2012)
- Towns Act (1907) (as amended)
- Village Act (1908) (as amended)
- Protection of the Right of Cultivation Act (1963)
- Tenancy Law (1963) and Tenancy (Amendment) Law (1965)

If land acquisition and/or resettlement is required, the Seller shall adhere to the provisions of IFC Performance Standard 5 Land Acquisition and Involuntary Resettlement.

6. PERMITS

The Seller is responsible for obtaining and maintaining all the necessary Governmental Approvals for the construction, operation and maintenance of the Facility.

The Seller is responsible for identifying, obtaining and maintaining all necessary Governmental Approvals to construct, operate and maintain the Facility.

7. ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM

The Seller shall prepare an Environmental and Social Management System (ESMS) for the Project in accordance with the IFC Performance Standards.

8. TERMS OF REFERENCE FOR THE ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT

http://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/IFC+Sustainability/Sustainability+Framework/Sustainability+Framework++2012/Performance+Standards+and+Guidance+Notes+2012/

IFC/World Bank Group EHS Guidelines. Available at: http://www.ifc.org/ehsguidelines

- IFC/World Bank Group EHS Guidelines for Thermal Power Plants (2008 Edition)

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Available at:
http://www.ifc.org/wps/wcm/connect/dfb6a60048855a21852cd76a6515bb18/FINAL_Thermal%2BPower.pdf? MOD=AJPERES&id=1323162579734

- IFC/World Bank Group EHS Guidelines for Electric Power and Transmission Distribution (2007 Edition). Available at:
http://www.ifc.org/wps/wcm/connect/66b56e00488657eeb36af36a6515bb18/Final%2B-%2BElectric%2BTransmission%2Band%2BDistribution.pdf?MOD=AJPERES&id=1323162154847

- IFC Stakeholder Engagement: A Good Practice Handbook for Companies Doing Business in Emerging Markets (2007 Edition). Available at: http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/ifc+sustainability/publ ications/publications_handbook_stakeholderengagement__wci__1319577185063

- IFC Handbook for Preparing a Resettlement Action Plan (2002 Edition). Available at:

http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/ifc+sustainability/publ ications/publications_handbook_rap_wci_1319577659424

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 9

New Transmission Facility

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SCHEDULE 9
NEW TRANSMISSION FACILITY

1. Components of the New Transmission Facility

The New Transmission Facility connecting the Power Plant to the MEPE System comprises the following:

(a) 230 kV single circuit of 2 x 795 MCM ACSR transmission line with composite overhead ground wire with optical fibre (OPGW) approximately 1 mile long using MEPE approved 230 kV Double circuit tower design;

(b) composite overhead ground wire with optical fibre (OPGW) and accessories; and

(c) Metering Equipment, including the Primary Metering Equipment and the Back-Up Metering Equipment, interface cubicle and associated equipment as described in Schedule 10 (*Metering, SCADA and Communication Systems*).

2. Connection Points and Transfer

During construction of the New Transmission Facility and prior to the New Transmission Facility Handover Date, the Connection Point between the Facility and the MEPE System shall be the terminations of the 230 kV the Bus Bar of the 230 kV switchyard.

The New Transmission Facility will be transferred to MEPE on the New Transmission Facility Handover Date, following the completion of testing in accordance with Section 2.2.7 of the Agreement.

After the New Transmission Facility Handover Date, the Connection Points between the Facility and the MEPE System shall be:

(a) in respect of the transmission line, the high voltage terminals of the 230 kV circuit breaker at the Facility; and

(b) in respect of the Metering Equipment, the relevant interface of the Facility DCS system.

3. Governmental Approvals

The necessary Governmental Approvals for the construction of the New Transmission Facility shall be obtained by the Seller.

4. Protection of the New Transmission Facility

The 230 kV transmission line protections shall consist of duplicated protection schemes designed in accordance with MEPE standards and subject to approval by MEPE, as follows:

(a) Primary 1: The first primary protective relaying shall be a current differential protection system using a current differential relay. The current differential relay system shall be provided with a reliable communication system either dedicate optical fibre connection or 64 kb/sec pulse code modulated channel as specified for interfacing with the multiplexing equipment of the communication system, depending on the length of the associated connection circuits to permit high speed simultaneous intertripping of the circuit breakers at both ends of the transmission line. The communication link shall be by means of a fibre optic cable, which is in

the scope of New Transmission Facility.

(b) Primary 2: The second primary protective relaying shall be a directional overcurrent protection system using a directional overcurrent relay. [MEPE System to confirm. Maybe "Distant Relay".]

Each circuit breaker shall include single pole and three-pole tripping and reclosing protection scheme. The three-pole recloser shall be done through a synchro-check relay.

Each transmission line relay system shall be designed or manufactured by ABB (Sweden and Switzerland), GE (USA and Canada), ALSTOM (UK and France), Siemens (Germany), Toshiba (Japan), SEL (USA) or by other qualified original equipment manufacturers approved by MEPE.

5. Information to be provided by the Seller

The Seller shall provide the following information to MEPE:

(a) single line diagram, complete with protection system and metering system for power purchase and necessary back up (at least six (6) months before the Energizing Date);

(b) layout plan of Seller's switchyard (at least six (6) months before the Energizing Date);

(c) facility relaying system/relay setting (at least four (4) months before the Energizing Date); and

(d) as built drawings and documents including test reports for the New Transmission Facility (one (1) month after the transfer).

6. Information to be provided by MEPE

MEPE shall provide the following information to the Seller:

(a) system relay settings for the Minbu and Ann 230 kV substations (at least six (6) months before the Energizing Date);

(b) minimum and maximum short circuit capabilities at the Minbu and Ann substations based on both maximum and minimum MEPE system capability (within one (1) month of commencement of construction of the New Transmission Facility); and

(c) relay manufacturer list which is approved by MEPE (within one (1) month of commencement of construction of the New Transmission Facility).

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 10

Metering, SCADA and Communication Systems

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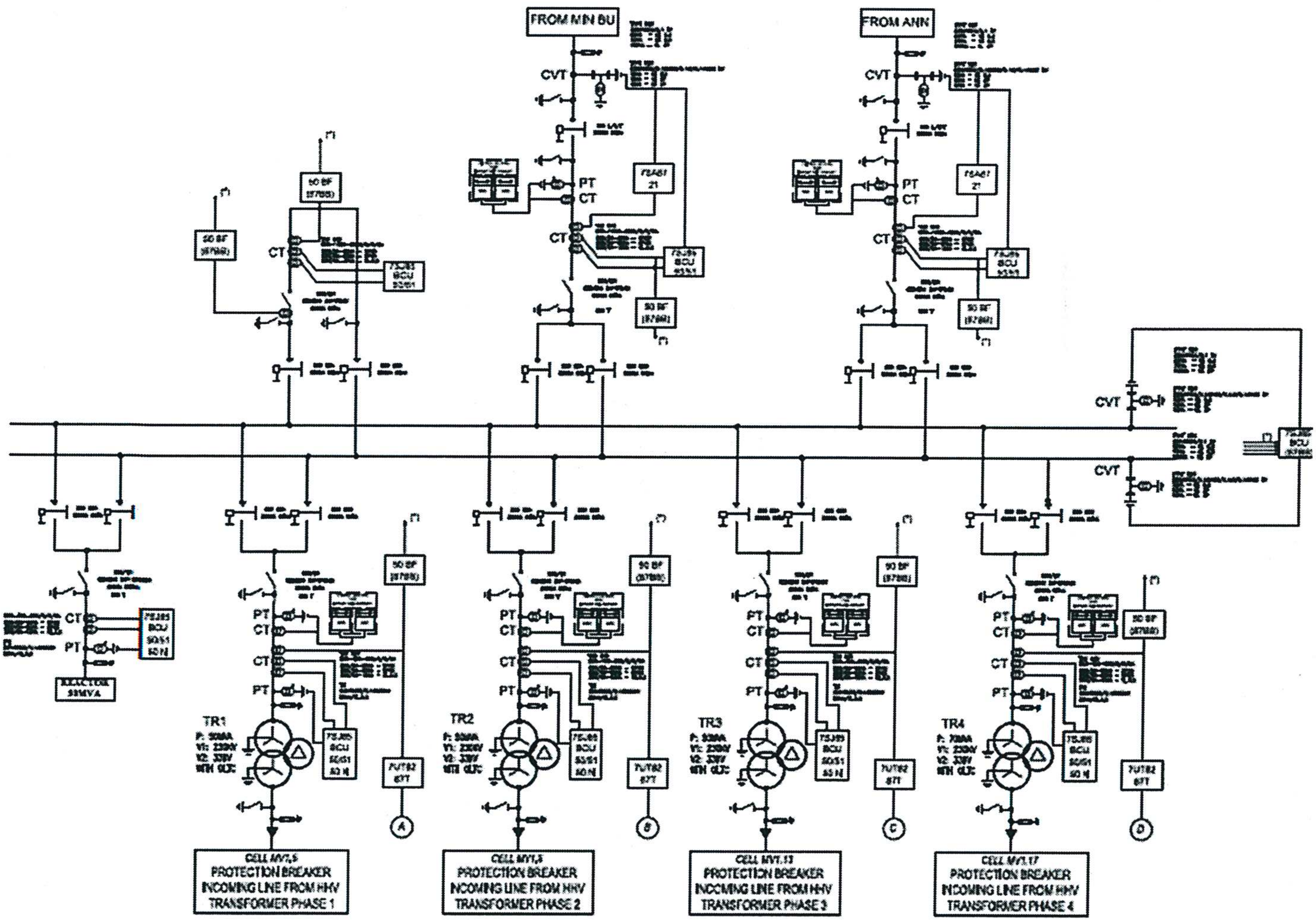
SCHEDULE 10
METERING, SCADA AND COMMUNICATION SYSTEMS

1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which the Schedule 10 (*Metering, SCADA and Communication Systems*) is attached.

2. METERING POINTS

2.1 The Metering Points, as per the diagram below, have been used for measuring the electrical energy transmitted to power grid, and the electrical energy drawn from power grid is to be determined at the Power Plant by both Parties.



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2.2 Electrical energy metering devices and relevant equipment

2.2.1 The precision of electrical power energy metering devices is required to be 0.2S (which is specified as ±0.2% error allowance) level at 230 kV side.

2.2.2 The installation of electrical power energy metering devices shall be completed in accordance with the requirements under the Seller's responsibilities before the interconnection of the Power Plant with the power grid. Joint acceptance shall be carried out by both Parties before the devices are put into operation in conjunction with the testing of the channel, protocol and system between electrical energy data acquisition terminals.

2.2.3 Master and slave electrical energy meters of same type, specifications and accuracy level shall be installed one set each at the same Metering Point. The master and slave electrical energy meters shall be marked explicitly.

3. CALCULATION OF ELECTRICAL ENERGY

3.1 Electrical energy transmitted to power grid

Electrical energy transmitted to power grid refers to the accumulative amount of all electrical energy (positive direction) recorded at the Metering Points according to Section 3.3.1 of the Agreement and transmitted from the Power Plant to the MEPE System.

3.2 Electrical energy feedback from power grid

Electrical energy feedback from power grid refers to the electrical energy transmitted from the power grid to the Power Plant when the Facility is completely shut down. It is defined as the accumulative amount of all input electrical energy (negative direction) recorded at the Metering Points according to Section 3.3.1 of this Agreement.

3.3 The amount of electrical energy transmitted to the power grid and the amount of electrical energy feedback from power grid shall be settled separately at the same price.

4. REVENUE METERING

Two meters shall be installed at the high voltage side of each 230/33 kV main transformer as primary and backup and all energy meter have bi-directional facilities. The reading from primary meter shall be delivery energy for the Seller. The Metering Points shall be located at the facility switchyard.

Specification of the revenue meter must be Conformed Standard IEC62053.

5. SCADA

MEPE plans to establish a modern SCADA system to effectively support Myanmar's grid daily operation and control.

Within the frame of this Project, MEPE's existing PLC based data transmission network will be upgraded short-term. Mid-term, a backbone based on optical-fiber communication links will be

established. New transmission lines will be equipped with OPGW and existing lines will be upgraded.

Currently, MEPE plans to renew the power and energy meters. The new equipment shall be suitable for integration into the SCADA system and data originating from this equipment shall be transmitted from the switchyard to the central control center in the short-term. Some of the existing protection relays are already equipped for data transmission and it will be analyzed to what extend the data from this devices can be transmitted to the control center in the short term.

Each switchyard will be equipped with operator workstations displaying the single line diagram of the switchyard together with the electrical values from the power and electricity meters. The Seller shall update the switch positions manually. A switchyard RTU will link the switchyard automation system to the control center.

Mid-term all new switchyard s will be equipped with a switchyard automation system based on IEC and/or international standards. The existing switchyard s will be upgraded accordingly. Based on the development of the data transmission network, the local switchyard automation system will be linked to the control center.

Short term the national control center shall be established in Nay Pyi Taw. Based on the data transmittable to the national control center, the following tasks could be supported:

- Supervision of current network topology
- Supervision of transformer and line loads
- Generation planning
- Frequency supervision and issuing of load shedding plans
- Support for the identification of faulty equipment and fault location on lines based on data collected from protection relays

Mid-term the system shall be expanded in order to accomplish SCADA-EMS functions and two regional control centers shall be added: one in the Yangon region and one in the Mandalay region.

The SCADA system shall comply with the MEPE System SCADA network for proper synchronization.

6. COMMUNICATION SYSTEMS

The communication system between the Seller and MEPE System shall be fiber optic communication using digital synchronous equipment. This equipment should be STM-1 or small add and drop multiplexer because the distance between the new generator and the old one is not so long. However, before the completion of MEPE's backbone fiber optic network, the measurement data from the Power Plant should be transferable via GPRS network.

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 11

Testing Procedure

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SCHEDULE 11
TESTING PROCEDURE

1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 11 (*Testing Procedure*) is attached.

2. GUIDELINES

The following testing procedures shall be used for the demonstration of the Net Capacity Test, as set out in Schedule 12 (*Net Capacity Test*) and Schedule 1 (*Operating Characteristics for the Power Plant*) of the Facility in accordance with the Agreement.

2.1 Testing will be initiated only pursuant to Section 2.6 of the Agreement. The Seller shall determine the order in which the tests are performed with the understanding that the order will be such as to optimize the operating hours and schedule. Such tests may be run concurrently or independently. The Seller's test schedule shall be submitted to MEPE at least thirty (30) days before the start of such tests.

2.2 During any test, the relevant generating facility for each Phase shall be operated at normal operating conditions within the requirements of Schedule 7 (*Plant Technical Characteristics*), including but not limited to those parameters specified in Item C of Schedule 1 (*Operating Characteristics for the Power Plant*) in accordance with the Prudent Utility Practices and Schedule 17 (*Quarterly O&M Report Format*), and in compliance with all applicable Laws including emission requirements and environmental regulations.

2.3 The Net Capacity Test and Estimated Contracted Energy shall be based on the following reference conditions around the vicinity of the relevant generating facility for each Phase except where otherwise specified in Schedule 7 (*Plant Technical Characteristics*).

2.4 MEPE representatives shall have access to the Site during the tests and shall with reasonable prior notice be allowed to review all records and data.

2.5 Net power output shall be measured using the Metering Equipment as specified in Schedule 10 (*Metering, SCADA and Communication Systems*), installed at the Metering Point. Otherwise, the Seller may, subject to MEPE's approval (not to be unreasonably withheld or delayed), use for test purposes either station instrumentation and meters or special meters and instrumentation. The Seller, for all instrumentation utilised for the tests, shall provide acceptable evidence of calibration.

2.6. No less than ninety (90) days prior to the scheduled start of the Commercial Operations Tests with respect to the Facility, the Seller shall submit, for MEPE's approval, which shall not be unreasonably withheld, a detailed protocol for such tests. If MEPE does not comment within fifteen (15) days of receipt of such procedures, then such procedures shall be deemed to be approved. The Seller and MEPE shall agree on the detailed protocol for such tests within thirty (30) days before the start of

the relevant Commercial Operations Test. The test protocol will detail operating procedures, measurements and instrumentation to be used for each test, methods of calculating results, and basis for any corrections or applied adjustments.

2.7 Within seven (7) days of completion of the tests, the Seller shall issue a preliminary test report and results for MEPE's review and comment. The report shall include all test data, calculation of results, and comparison with predicted performance. MEPE shall report the results of its review within fifteen (15) days of receipt of the preliminary test report and result. The final report shall be issued within thirty (30) days of receipt of comments from MEPE.

2.8 In the event of MEPE or other externally caused trip or shutdown of the relevant Phase of the Facility, the tests shall be suspended until the disturbance has been resolved. The Seller shall document the cause of such suspension.

2.9 Upon MEPE's receipt of the Seller's first Availability Notice, such Availability Notice to be issued no sooner than the completion of the tests for Contracted Operating Characteristics (as set out in paragraph 3.2 below), the relevant Phase of the Facility will be deemed to be: (i) capable of generating electricity into the MEPE System; and (ii) ready to be dispatched. For the avoidance of doubt, the tests for Contracted Operating Characteristics, and the reliability test shall be completed in response to the appropriate Dispatch Instructions.

2.10 Following the test results of Operating Characteristics as adjusted or revised under this Agreement, the Seller can declare the Availability and Operating Characteristics in accordance with Section 3.1 of the Agreement, providing that the declaration shall be limited by the provisions in Schedule 1 (*Operating Characteristics for the Power Plant*).

3. COMMERCIAL OPERATIONS TESTS

3.1 Net Capacity Test

A Net Capacity Test shall be conducted in accordance with Section 2.6 of the Agreement to determine the Estimated Contracted Energy measured in MWh and indicative MW_{AC} at the Metering Point.

The Net Capacity Tests shall be conducted under normal auxiliary power loading conditions. The Estimated Contracted Energy shall be reduced to reflect the conditions at the time of such Net Capacity Tests.

The Seller may be permitted to use the installed instrumentation provided that MEPE is satisfied that the instrumentation is of sufficient accuracy. If required by MEPE, the Seller shall obtain a calibration certificate for the instrumentation or provide additional test metering.

Recorded data obtained during the Net Capacity Tests shall be subject only to correction of accuracy of instrumentation.

Test results will be corrected for ambient conditions, power factors, and for any auxiliary load normally required for operation, but not operated during the test. The test results will be used by MEPE to verify the Estimated Contracted Energy of the

Facility.

3.2 Tests of Contracted Operating Characteristics (COCs)

The tests of COCs will be conducted: (i) to demonstrate the Facility's capability to start and operate reliably in response to the Dispatch Instructions; and (ii) to verify the Contracted Operating Characteristics as set out in Schedule 1 (*Operating Characteristics for the Power Plant*).

The test will include but not be limited to the measurements of:

- Active Power Capability (See also Net Capacity Test)
- Minimum Generation
- Reactive Power Capability
- Loading Rate
- Deloading Rate
- Response Rates
- Start-Up and Shut Down Time

Primary and secondary response tests shall be conducted to confirm such parameters in accordance with applicable requirements as per Schedule 7 (*Plant Technical Characteristics*).

Unless otherwise agreed by both Parties, no tests shall be allowed after the completion of the reliability test.

3.3 Reliability Test

To demonstrate the ability of the Facility to operate in accordance with MEPE's Dispatch Instructions, which shall comply with the requirements of the Agreement, a reliability test will be conducted for a period agreed by the Parties but which shall be no shorter than seven (7) consecutive days.

4. PERIODIC TESTS

4.1 Net Capacity Test

The Net Capacity Test will be conducted in accordance with Section 2.6 of the Agreement and Schedule 12 (*Net Capacity Test*), to verify the Estimated Contracted Capacity and the Estimated Contracted Energy.

4.2 Other Tests

MEPE or the Seller may request to conduct other tests as may be needed to verify that the Facility is being operated and maintained in accordance with the Prudent Utility Practices. Such requests will be in accordance with applicable provisions of the Agreement.

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 12

Net Capacity Test

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SCHEDULE 12
NET CAPACITY TEST

1. DEFINITIONS

Unless otherwise defined herein, all capitalised terms used herein shall have the meanings given to them in the Agreement to which this Schedule 12 (*Net Capacity Test*) is attached.

2. GUIDELINES

A Net Capacity Test shall be conducted on generating facility for each Phase to determine the Estimated Contracted Energy measured in MWh and Indicative MW_{AC} at the Metering Point. The Net Capacity Test shall be conducted by the competent persons and adhere to the provisions of all relevant Laws and regulations.

3. NET CAPACITY TEST PROCEDURES

The reliability of the system is to be tested by using the Performance Ratio Test. During this test, the following real time parameters must be sampled at a maximum of **five-minute** intervals for at least seven (7) consecutive days:

1. Solar irradiance
2. Ambient temperature
3. Module temperature
4. DC voltage of each central inverter or group of string inverters
5. DC current of each central inverter or group of string inverters
6. AC voltage from each central inverter or group of string inverters
7. AC current from each central inverter or group of string inverters

All data shall be submitted to SEDA/SEDA Representative in csv format immediately after the test.

Net Capacity Test		
Test point	At Monitoring Station / Grid Injection Point	Date of inspection: (dd_mm_yyyy)
Test duration		

- Using the logged data for seven (7) complete consecutive days during the AC output test period, Inverter failure **shall NOT occur more than three (3) times** within the AC output test period (excluding forced outages). If this happens, this test should be repeated. Please provide evidence in the form of chart (AC output vs Time) at the SCADA for the seven (7) days of each Inverter.
- The AC Output Test will be separated into 5 Group of Inverters

  1.1 Inverter No# 1-No#20 from day#1-day#7,

  1.2 Inverter No# 21-No#40 from day#8-day#14,

  1.3 Inverter No# 41-No#60 from day#15-day#21,

  1.4 Inverter No# 61-No#80 from day#22-day#28,

  1.5 Inverter No# 81-No#100 from day#29-day#35 (only for Phase 4)
- Each Inverter will record reading AC output per the table below and summary AC output in seven (7) days,

Day no.	Reading Output (Mwh/day)	Date/Time Record	Design Output (Mwh/Day)	Reading AC outputAt export metering (MWh)
1			2.592	
2				
3				
4				
5				
6				
7				

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One Week Value				
Comments:				

Signature			
Name			
Date			
Designation			

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 13

Grid Code

SCHEDULE 13
GRID CODE

1. **DEFINITIONS**

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which Schedule 13 is attached.

2. **COMPLIANCE WITH GRID CODE**

(a) **Pre-Grid Code**

(i) Until a Grid Code which applies to the Facilities is notified to the Seller by MEPE in accordance with paragraph (b) below, the provisions in this Agreement requiring either Party to comply with the Grid Code in connection with the New Transmission Facility are to be read as requiring each Party to take any relevant action:

(A) in accordance with the Prudent Utility Practices;

(B) in a manner which ensures that the New Transmission Facility and the Facility are able to efficiently provide power to the MEPE System in accordance with the Term of this Agreement, including any extension thereof, and the requirements and characteristics of the MEPE System;

(C) in a manner which will, to the extent within the control of the relevant Party, be sustainable for the entirety of the Term, including any extension thereof; and

(D) in accordance with the operating requirements and practices of the MEPE System and the system of the Seller.

(ii) Until a Grid Code which applies to the Facility is notified to the Seller by MEPE in accordance with paragraph (b) below, the provisions in this Agreement requiring either Party to comply with the Grid Code in connection with the Facility are to be read as requiring that Party to take any relevant action:

(A) in accordance with the Prudent Utility Practices;

(B) in a manner which ensures that the New Transmission Facility and the Facility are able to efficiently provide power to the MEPE System during the Term of this Agreement, including any extension thereof, and the requirements and characteristics of the system;

(C) in a manner which will, to the extent within the control of the relevant Party, be sustainable for the entirety of the Term, including any extension thereof; and

(D) in accordance with the operating requirements and practices of the MEPE System and the system of the Seller.

(b) If a Grid Code is put in place by MEPE or any other relevant Governmental Authority which will apply to either or both of the New Transmission Facility or the Facility:

(i) on and from the date on which that Grid Code takes effect, the provisions in this Agreement requiring MEPE to comply with the Grid Code will be read as requiring MEPE to comply with that Grid Code; and

(ii) MEPE shall promptly notify the Seller and provide the Seller with a written copy of the Grid Code and on and from the date on which the Seller receives that notice and written copy of the Grid Code, the provisions in this Agreement requiring the Seller to comply with the Grid Code will be read as requiring the Seller to comply with that Grid Code,

in each case, as that Grid Code may be amended from time to time as contemplated in this Agreement.

(c) The Seller shall comply with the provisions of the Grid Code in effect throughout the Term, including any extension thereof, subject to any exemptions or variations from the Grid Code in favour of the Seller approved by MEPE.

(d) MEPE will use reasonable endeavours to notify the Seller in advance of proposed changes by it to the Grid Code (including the initial establishment of a Grid Code, if applicable) and the Seller may provide comments to MEPE in regard to any proposed changes. MEPE will give due consideration to any comments provided by the Seller.

(e) Upon receipt of a notice of a change to the Grid Code (including the initial establishment of a Grid Code, if applicable) which does not require modifications to the New Transmission Facility or the Facility or which does not adversely affect the Facility's operation, the Seller shall comply with the change to the Grid Code within thirty (30) days (or any extended period of time specified in the notice). If modifications to the Facility or, if prior to the New Transmission Facility Handover Date, the New Transmission Facility is required or the Facility's operation would be adversely affected by a change to the Grid Code, the Seller shall as soon as practicable advise MEPE of the anticipated length of time required in order for the Seller, acting diligently, to effect compliance with the change. The Seller shall take immediate steps to comply with the change (unless otherwise notified in writing by MEPE).

(f) If a change to the Grid Code results in increases or decreases in costs or revenues for the Seller, the provisions of paragraph (g) below and Section 14 (*Change-in-Law*) will apply and MEPE will continue to make payments to the Seller in accordance with Schedule 2 (*Payments and Tariffs*) without deductions due to the effect on the Facility's operations of the Seller's

Any

adjustment to the Facility or its operation to comply with any changes to the Grid Code.

(g) The Seller shall provide MEPE with prompt written notice describing in reasonable detail any circumstances in which the actions that the Seller is required to take to comply with a change in the Grid Code will prevent the Seller from performing any of its other obligations under this Agreement. The Seller's inability to perform other obligations in these circumstances will not in and of itself constitute a breach of this Agreement.

3. INSTRUCTIONS

(a) The Seller shall operate the Facility as a fully dispatchable facility. Subject to the terms and conditions of this Agreement, MEPE will have the sole right and discretion to schedule and Dispatch the generation of electricity from the Facility and the delivery of the electricity into the MEPE System. MEPE will Dispatch the Facility in a manner that is consistent with:

(i) the needs of the MEPE System;

(ii) the Grid Code;

(iii) Prudent Utility Practices; and

(iv) all applicable Laws, regulations and permits.

(b) Except in Emergency Conditions, MEPE will only issue Dispatch Instructions that are in accordance with the Seller's declared Availability and Declared Operating Characteristics as notified by the Seller from time to time in accordance with this Agreement. The Seller may, but is not obliged to, comply with any Dispatch Instruction that would require the Seller to operate the Facility beyond its declared Availability or Declared Operating Characteristics at the relevant time unless the Dispatch Instruction is stated to be issued under Emergency Conditions. In Emergency Conditions, the Seller will not (notwithstanding anything to the contrary in the Grid Code) under any circumstances be required to operate the Facility beyond its operational limits or in any manner that would be inconsistent with Prudent Utility Practices.

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 14

Format of Operation Notices

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SCHEDULE 14

DAILY OUTAGE NOTICE

Power Plant Name...

Declaration Date (........./ ..../..........)

Generating facaility...

	From	To	Earliest	
			Instruction Time (Hrs, min, s)	**Restoration Time** (Hrs, min, s)
Active Power	.... MW	.... MW	....	....
Minimum Generation	.... MW	.... MW	....	....

Description of event.

....

....

....

Noticed to: MEPE's Dispatcher Named (...)

By Phone: at.....................Hr........................Min

And by Fax: at ....Hr.......................Min

Authorized Signature:

Title...

MEPE's Dispatcher Signature: ....

Note: Any change to any of the Operating Characteristics must be informed to MEPE's dispatcher by phone and confirmed with this fax which must specify the dispatcher's name and the time of notification.

WEEKLY OUTAGE NOTICE

For the Week of ___/___/___ to ___/___/___

Identification of generating facility(ies) ______________________________

Generating facility capacity - __________ (MW)

Expected outage **Agreed Monthly Schedule Dates**

Unit(s) - ______________________________

Reason - ______________________________

Start ___/___ DD/MM

Impaired acuity- _____ (MW)

End ___/___ DD/MM

Duration - ______ Days ______ Hours

Preferred Start - ___/___/___ at __:__ (DD/MM/YY at HH:MM)

Flexibility

Is there flexibility in the Schedule? If yes,

What is the earliest start date and time? ___/___/___ at ___:___

What is the latest finish date and time? ___/___/___ at ___:___

If there are additional outages, please use additional weekly outage form(s).

Authorized Signature ______________________ Title ______________________

Tel: ______________________ FAX ______________________

Date: ______________________

MONTHLY OUTAGE NOTICE

For the Month of _______ in _______ (Year)

Identification of generating facility - ______________________________

Generating capacity - __________ (MW)

Expected outage(s)

OUTAGE 1

Unit(s) - ______

Reason - ____________________________

Impaired capacity - _____ (MW)

Duration - ______ Days ______ Hours

Preferred Start - ___/___/___ at __:__ (DD/MM/YY at HH:MM)

Agreed Annual Planned Dates

(If Relevant)

Start ___/____ DD/MM

End ___/____ DD/MM

Flexibility

Is there flexibility in the Schedule? If yes,

What is the earliest start date and time? ___/___/___ at ___:___

What is the latest finish date and time? ___/___/___ at ___:___

OUTAGE 2

Unit(s) - ______

Reason- ______________________________

Impaired capacity - _____ (MW)

Duration - ______ Days ______ Hours

Preferred Start - ___/___/___ at __:__ (DD/MM/YY at HH:MM)

Agreed Annual Planned Dates

(If Relevant)

Start ___/___ DD//MM

End ___/___ DD/MM

Flexibility

Is there flexibility in the Schedule? If yes,

What is the earliest start date and time? ___/___/___ at ___:___

What is the latest finish date and time? ___/___/___ at ___:___

If there are additional outages, please use additional monthly outage form(s).

Authorized Signature ______________________ Title ________________________
Date__________________

Tel: ____________________________________ FAX _______________________

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 15

Connection Point Inspection and Testing

SCHEDULE 15
CONNECTION POINT INSPECTION AND TESTING

1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 15 (*Connection Point Inspection and Testing*) is attached.

2. CONNECTION POINT INSPECTION AND TESTING

The Connection Point tests on the equipment in the switchyard shall be carried out by the Seller. MEPE System will assist the Seller at the remote end with overall tests. Preparation of the test record sheets and test reports shall be the responsibility of the Seller. The Seller shall file on Site all test reports, including all test data, readings, recordings and test forms after completion of the tests. MEPE Systems shall have access to the Site and shall be allowed to review all test records and data. The Seller shall perform the following tests on the equipment, if any, as per the manufacturer's instructions and requirements and as per the latest applicable standards and codes listed below:

Standard list

IEEE	Institute of Electrical and Electronics Engineers
ANSI	American National Standards Institute Incorporated
NEMA	National Electrical Manufacturers Association
AWS	American Welding Society
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
ICEA	Insulated Cable Engineers Association
IEC	International Electro technical Commission
ISO	International Standardization Organization

The inspection and test shall be divided into three stages as follows:

- Individual tests of each equipment;
- Functional tests; and
- Final tests.

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SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 16

Insurance Requirements

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SCHEDULE 16
INSURANCE REQUIREMENTS

1. DEFINITIONS

1.1 Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 16 (*Insurance Requirements*) is attached.

1.2 When used herein, the defined terms set forth below shall have the following meanings:

"EPC Contract" means the engineering, procurement and construction (EPC) contract(s) entered into by the Seller and the EPC contractor(s), in relation to the construction and development of the Facility.

2. DURING THE CONSTRUCTION PERIOD

The insurance policies to be taken out by the Seller or the EPC contractor pursuant to the EPC Contract, and maintained from the date required, pursuant to Section 18 (*Insurance and Indemnities*) of the Agreement, until the date specified below, shall cover the properties and/or risks that are as materially similar to the following insurances:

2.1 Marine and Air Cargo Insurance

Coverage shall insure all materials, equipment, machinery, spare parts and other items for incorporation into the Facility or the New Transmission Facility, against "all risks" of physical loss or damage while in transit by sea or air from the country of origin anywhere in the world to the Site, or vice versa, from the time of the insured items leaving the warehouse or factory for shipment to the Site. Coverage terms and exclusions shall be consistent with similar solar power projects in South East Asia which are financed by limited recourse basis Project Finance.

Coverage shall be:

(a) In an amount equal to all materials, equipment, machinery, spare parts and other items cost and freight cost of any shipment to the Site, with the maximum deductible amount of fifty thousand dollars (USD 50,000); and

(b) from the date of commencement of the first shipment to the completion of the last shipment.

2.2 Builders "All Risks" / Construction "All Risks"

Coverage shall include physical loss of or damage to materials and both the permanent and temporary works on the Site while under construction by the Seller, the EPC contractor and/or their sub-contractors on an "all-risks" basis, subject to standard exclusions and sub-limits. Faulty design coverage is to be included to the extent

available on commercially reasonable terms. Coverage terms and exclusions shall be consistent with similar solar power projects in South East Asia which are financed by limited recourse basis Project Finance.

Coverage shall be on a full replacement cost basis of the completed works and the works under construction.

Coverage shall be maintained:

(a) until the Phase 4 Commercial Operation Date with respect to the Facility; and

(b) until the New Transmission Facility Handover Date with respect to the New Transmission Facility.

2.3 Commercial/General Liability

Coverage shall insure against legal liability to third parties for bodily injury or damage to property arising out of the construction, testing and the commissioning of the Facility and/or the New Transmission Facility.

Coverage shall be not less than three million dollars (USD 3,000,000) for any one claim.

Coverage shall be maintained:

(a) until the Phase 4 Commercial Operation Date with respect to the Facility; and

(b) until the New Transmission Facility Handover Date with respect to the New Transmission Facility.

2.4 Miscellaneous

Other insurance as is customary, desirable or necessary to comply with the applicable Laws.

3. DURING THE COMMERCIAL OPERATION PERIOD

The insurance policies to be taken out by the Seller and maintained on and from the Phase 1 Commercial Operation Date until the applicable Transfer Date are as follows:

3.1 "All Risks" Insurance including Machinery Breakdown

Coverage shall include all building contents, machinery, stock, fixtures, fittings and all other property forming part of the Facility against "All Risks" of physical loss or damage, as normally available on the commercial (re)insurance market.

Coverage shall be in an amount of not less than the maximum probable loss amount of the Facility (subject to appropriate peril sub-limits) based on a report from a reputable international (re)insurance broker or (re)insurer.

3.2 Commercial/General Liability

Coverage shall insure against legal liability to third parties for bodily injury or damage to property arising out of the operation of the Facility.

Coverage shall not be less than three million dollars (USD 3,000,000) for any one claim.

3.3 Workers Compensation and/or Employers Liability

This coverage will include workers compensation, temporary disability and other similar insurance required by the Laws of Myanmar.

In addition, this coverage shall include a voluntary compensation and employers' liability endorsement for employees not subject to workers compensation by the Laws of Myanmar.

3.4 Miscellaneous

Other insurance policies that are required by the applicable Law.

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 17

Quarterly Operation and Maintenance Report Format

SCHEDULE 17QUARTERLY OPERATION AND MAINTENANCE REPORT FORMAT

DEFINITIONS

a) Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 17 (*Quarterly Operation and Maintenance Report Format*) is attached.

b) When used herein, the defined terms set forth below shall have the following meanings:

"**Forced Outage**" means an Outage that is not a Planned Outage or a Short Notice Outage.

"**Outage**" means an event, other than a Governmental Force Majeure, which results in the Seller's partial or total inability to make Available the Estimated Contracted Capacity as set out in Schedule 3 (*Estimated Contracted Energy and Contracted Capacity*).

The following format shall be followed in the preparation of Quarterly Operation and Maintenance (O&M) reports to be submitted by the Seller to the MEPE System. The quarterly reports shall be initiated upon the Commercial Operation Date of each Phase.

1. EXECUTIVE REPORT

This is a brief summary capturing the highlights of the quarter's activities, accomplishment and results.

2. POWER PLANT OPERATION

Power Plant operating history during the previous period, including the number of starts and shutdowns as per the Dispatch Instructions, trips, unscheduled shutdowns, or load reductions, operating and shutdown hours, load levels, etc. shall be reported.

3. POWER PLANT AVAILABILITY LEVELS AND OUTAGE REPORTS

Power Plant availability levels during the previous period, and planned and unplanned Outages shall be reported. Causes of all Forced Outages shall be described. Statistical comparison of availability, and planned and unplanned Outage rates between the most recent quarter and previous quarters shall be provided.

4. PREVENTIVE MAINTENANCE

A summary of preventive maintenance, inspections, and testing carried out during the period shall be reported. Preventive maintenance planned for the next quarterly period or periods shall be outlined.

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5. CORRECTIVE MAINTENANCE

A summary of significant corrective maintenance, inspections, and testing carried out during the period shall be reported. Corrective maintenance planned for the next quarterly period or periods shall be outlined.

6. ENVIRONMENTAL COMPLIANCE

Quarterly report on environmental compliance and any events leading to a potential non-compliance shall be reported.

7. STAFFING AND MAN-POWER PLANNING

A summary of current status of plant staffing, training programs, and manpower planning shall be reported.

8. AREAS OF CONCERN/PROPOSED ACTIONS

Significant operational or maintenance problem areas which may potentially adversely affect future plant reliability shall be identified and proposed remedial actions shall be outlined.

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 18

Transfer Procedure

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SCHEDULE 18
TRANSFER PROCEDURE

1. DEFINITIONS

1.1 Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 18 (*Transfer Procedure*) is attached.

1.2 When used herein, the defined terms set forth below shall have the following meanings:

"**Employment Offer**" has the meaning given to it in sub-paragraph 4.6(a) of this Schedule 18 (*Transfer Procedure*).

"**Final Transfer Test Date**" has the meaning given to it in sub-paragraph 5.1(b)(iii) of this Schedule 18 (*Transfer Procedure*).

"**Inspector**" has the meaning given to it in sub-paragraph 4.4(a) of this Schedule 18 (*Transfer Procedure*).

"**Outstanding Work**" has the meaning given to it in sub-paragraph 4.4(e)(ii) of this Schedule 18 (*Transfer Procedure*).

"**Termination Date**" means the date set out in the relevant Termination Notice as the date on which the Agreement terminates.

"**Transfer Date**" means the date of the completion of the transfer of the Facility by the Seller to MEPE in accordance with the provisions of Section 10 (*Transfer of Facility*) of the Agreement and this Schedule 18 (*Transfer Procedure*), which shall be:

(a) the last day of the Term, including any extension thereof; or

(b) if the Agreement is terminated by:

(i) the Seller pursuant to Section 7.1.2 and 7.4 or Section 9.6.1(a)(ii) of the Agreement, on the date which is notified to MEPE by the Seller in a written notice issued by the Seller within thirty (30) days of receiving the relevant Termination Notice, provided that such date shall be no earlier than the date which is seven (7) days after the date of that notice and no later than forty five (45) days after the relevant Termination Date; or

(ii) the Seller pursuant to Section 9.6.1 (a)(i) or Section 9.6.1(b) (as well as pursuant to Section 9.7.4) of the Agreement, on the date which the Seller is notified by MEPE in the relevant FM Purchase Notice issued by MEPE pursuant to sub-paragraph 2.2(c)(i) of Schedule 19 (*Termination*), provided that such date shall be no earlier than the date which is fifteen (15) days after the date of the relevant FM Purchase Notice and no later than thirty (30) days after the relevant FM Purchase Notice; or

(iii) MEPE pursuant to Section 7.2.2 of the Agreement, on the date which

the Seller is notified by MEPE in the relevant Purchase Notice issued by MEPE pursuant to sub-paragraph 2.1(a) of Schedule 19 (*Termination*) provided that such date shall be no earlier than fifteen (15) days after the relevant Termination Date and no later than thirty (30) days after the relevant Purchase Notice; or

(iv) MEPE pursuant to Section 9.6.1(a)(ii) or Section 9.6.2 (a) or Section 9.6.2(b) of the Agreement, on the date which the Seller is notified by MEPE in the relevant Termination Notice issued by MEPE provided that such date shall be no earlier than the relevant Termination Date and no later than forty five (45) days after the relevant Termination Date; or

(v) MEPE pursuant to Section 9.6.1(a)(i) or Section 9.6.1(b) (as well as pursuant to Section 9.7.4) of the Agreement, on the date which the Seller is notified by MEPE in the relevant FM Purchase Notice issued by MEPE pursuant to subparagraph 2.2(c)(i) of Schedule 19 (*Termination*) provided that such date shall be no earlier than the date which is fifteen (15) days after the date of the relevant FM Purchase Notice and no later than thirty (30) days after the relevant FM Purchase Notice.

"Transfer Inspection" has the meaning given to it in sub-paragraph 4.4(a) of this Schedule 18 (*Transfer Procedure*).

"Transfer Notice" has the meaning given to it in sub-paragraph 3.2 of this Schedule 18 (*Transfer Procedure*).

"Transfer Period" means the period of time:

(a) commencing on the date on which the Transfer Procedure Manual is finalized pursuant to paragraph 3.3 below; and

(b) ending on the Transfer Date.

"Transfer Procedure Manual" has the meaning given to it in sub-paragraph 3.1(a) of this Schedule 18 (*Transfer Procedure*).

"Transfer Requirements" means the requirements set out in sub-paragraphs 5.2(a) and (c) of this Schedule 18 (*Transfer Procedure*).

"Transfer Test" has the meaning given to it in sub-paragraph 5.1(a) of this Schedule 18 (*Transfer Procedure*).

2. TRANSFER PROCEDURE

2.1 If the Seller is required, under Schedule 19 (*Termination*) of the Agreement, to transfer the Facility to MEPE or a subsequent operator as a result of the early termination of the Agreement pursuant to Sections 7.1, 7.2, 9.6 or 9.7 of the Agreement, the Seller shall fully comply with paragraph 6 of this Schedule 18 (*Transfer Procedure*).

2.2 If the Seller is required, under Section 10.1 of the Agreement, to transfer the Facility to MEPE or a subsequent operator as a result of the expiry of the Term of the Agreement,

including any extension thereof, the Seller shall fully comply with all of the requirements set out in this Schedule 18 (*Transfer Procedure*) so as to ensure that MEPE (or a subsequent operator nominated by MEPE) is able to utilize the Facility and continue the operation of the Facility without any interruption in service.

2.3 Nothing in this Schedule 18 (*Transfer Procedure*) shall limit or affect MEPE's rights and remedies under Section 7 (*Default and Termination*) of the Agreement (including, in particular, Section 7.3 (*Step-in Rights*) of the Agreement).

3. TRANSFER PROCEDURE MANUAL

3.1 No later than eleven (11) months prior to the scheduled last day of the Term, including any extension thereof, the Seller shall develop and submit to MEPE:

(a) a draft transfer procedure manual (the "**Transfer Procedure Manual**") with respect to all matters associated with and required for the effective handover of the Facility to MEPE (or a subsequent operator nominated by MEPE), including the matters set out in Section 10.3 of the Agreement and in particular:

(i) the training of relevant personnel in the operation and maintenance of the Facility;

(ii) the updating and handover of all operation and maintenance records and manuals and all relevant technical books and journals;

(iii) the updating and handover of all databases and other computerized records relevant to the operation and maintenance of the Facility and its operation and maintenance history;

(iv) the novation by the Seller of all supply, maintenance and services contracts relevant to the operation and maintenance of the Facility, which shall be valid on the Transfer Date;

(v) the transfer, or other means of making available, all relevant software licenses and other intellectual property rights necessary for the operation and maintenance of the Facility;

(vi) the transfer of all operating licenses, work approvals and other Governmental Approvals necessary for the operation and maintenance of the Facility, to the extent permissible under the Laws;

(vii) the transition of insurable risks to coordinate insurance coverage for the Facility;

(viii) the obtaining of any necessary third party consents to the transfer of the Facility;

(ix) the demobilization of the Seller's personnel; and

(x) any other matters associated with and required for compliance with the requirements set out in this Schedule 18 (*Transfer Procedure*);

(b) a proposed schedule of meetings with, and inspections by, MEPE (and any proposed subsequent operator and/or advisor of MEPE) to ensure that the transfer of the Facility occurs on the Transfer Date or otherwise in accordance with the requirements set out in this Schedule 18 (*Transfer Procedure*); and

(c) registers of:

(i) all supply, maintenance and services contracts relevant to the operation and maintenance of the Facility;

(ii) the personnel employed by the Seller to operate and maintain the Facility;

(iii) all spare parts that are the property of the Seller and associated with the Facility as well as a schedule of those spare parts required for the continued operation and maintenance (including all scheduled maintenance) of the Facility for the twelve (12)-month period following the Transfer Date;

(iv) all consumables, chemicals and other materials required in connection with the operation of the Facility for the three (3)-month period following the Transfer Date; and

(v) all other assets and equipment that are the property of the Seller and associated with the Facility, whether held on the Site or in offsite locations.

3.2 MEPE shall no later than thirty (30) Business Days after receipt of:

(a) the draft Transfer Procedure Manual, notify the Seller of any reasonable and necessary amendments that it requires to the draft manual;

(b) the proposed schedule of meetings and inspections, notify the Seller of any amendments that it requires to that schedule;

(c) the register of supply, maintenance and services contracts, notify the Seller whether it requires the Seller to terminate the relevant contract(s) or assign, novate or otherwise transfer the relevant contract(s) to MEPE (or a subsequent operator nominated by MEPE);

(d) the registers of spare parts, consumables, chemicals and other materials and other assets and equipment, notify the Seller of:

(i) the spare parts that it requires the Seller to remove from the Facility and the Site, and the spare parts and other equipment that it requires the Seller to transfer to MEPE (or a subsequent operator nominated by MEPE) on the Transfer Date;

(ii) amendments that it requires to the schedule setting out the spare parts required for the continued operation and maintenance (including all scheduled maintenance) of the Facility for the twelve (12)-month period following the Transfer Date;

(iii) amendments that it requires to the schedule setting out the consumables, chemicals and other materials required in connection with the operation of the Facility for the three (3) month period following the Transfer Date; and

(iv) the other assets and equipment that it requires the Seller to remove from the Facility and the Site and the other assets and equipment that it requires the Seller to transfer to MEPE (or a subsequent operator nominated by MEPE) on the Transfer Date,

(the notice issued by MEPE addressing matters set out in (a) to (d) above, the "**Transfer Notice**").

3.3 The Seller shall no later than fifteen (15) Business Days after receiving the Transfer Notice from MEPE finalize the Transfer Procedure Manual by amending the draft Transfer Procedure Manual to take account of the amendments required by the Transfer Notice. The amended Transfer Procedure Manual shall be the Transfer Procedure Manual.

3.4 The Seller and MEPE shall comply with the Transfer Procedure Manual.

4. TRANSFER PERIOD

4.1 Mutual Co-operation

During the Transfer Period, the Seller shall co-operate fully with MEPE and any subsequent operator nominated by MEPE as required by the Agreement or otherwise reasonably required by MEPE to support the effective handover of the Facility to MEPE (or a subsequent operator nominated by MEPE) in accordance with the provisions of Section 10 (*Transfer of Facility*) of the Agreement and this Schedule 18 (*Transfer Procedure*).

4.2 MEPE Personnel

(a) During the Transfer Period:

(i) MEPE is permitted (by written notice to the Seller) to locate personnel (including employees, advisors, potential subsequent operators and/or other contractors) within the Facility for the purposes of:

(A) auditing and inspecting the Facility and the operations and maintenance activities of the Seller;

(B) witnessing any testing undertaken by the Seller or otherwise with respect to the Facility; and/or

(C) any other requirements set out in the Transfer Procedure Manual (including training activities and witnessing any Outstanding Work required to be carried out);

(ii) none of such MEPE personnel are permitted to operate the Facility, except where permitted to do so pursuant to Section 7.3 (*Step-in Rights*)

of the Agreement;

(iii) the Seller shall provide safety training to any of such MEPE personnel (including on the safety procedures instituted by the Seller with respect to the Facility) and MEPE shall use its reasonable endeavors to ensure that such MEPE personnel comply with those safety procedures; and

(iv) MEPE shall be responsible for the insurance of any MEPE personnel that MEPE locates within the Facility pursuant to this sub-paragraph 4.2(a).

(b) The Seller shall provide onsite operation and maintenance training to a reasonable number of staff designated by MEPE (or a subsequent operator nominated by MEPE) during the Transfer Period. All such onsite training shall be provided by experienced power plant operation professionals and shall be in accordance with the Transfer Procedure Manual.

4.3 Inventory

During the Transfer Period:

(a) the Seller shall not remove from the Facility and the Site any spare parts, consumables, chemicals, or any other materials or other assets and equipment that are the property of the Seller and required for the continued operation and maintenance of the Facility or otherwise associated with the Facility;

(b) all spare parts, consumables, chemicals, other materials or other assets and equipment, held in offsite locations, that are the property of the Seller and are required for the continued operation and maintenance of the Facility or otherwise associated with the Facility, shall be moved to the Site;

(c) the register prepared and submitted to MEPE under paragraphs 3.1(c)(iii)-(v) shall be updated and reissued to account for any spare parts, consumables, chemicals, other materials or other assets and equipment used or added after the date the register is prepared; and

(d) the Seller shall not sell or otherwise dispose of any spare parts, consumables, chemicals, other materials or any other assets and equipment that are the property of the Seller and required for the continued operation and maintenance of the Facility or otherwise associated with the Facility without the prior written approval of MEPE.

4.4 Inspection

(a) As soon as practicable after the Transfer Procedure Manual is finalized pursuant to paragraph 3.3, the Parties shall mutually appoint a third party (the "**Inspector**"), to carry out a transfer inspection (a "**Transfer Inspection**") to assess whether the Facility:

(i) is safe, sound and operable and has been and is being efficiently operated and maintained by the Seller in accordance with its obligations under the Agreement;

(ii) satisfies the Transfer Requirements; and/or

(iii) has a productive remaining useful life.

(b) The costs and expenses of the Inspector shall be the sole responsibility of the Seller.

(c) MEPE shall be entitled to require the Seller to jointly participate in any Transfer Inspection that the Inspector carries out.

(d) The Parties shall procure that the Transfer Inspection commences within ten (10) Business Days after the appointment of the Inspector and the Inspector completes the Transfer Inspection within twenty (20) Business Days after the commencement date of the Transfer Inspection.

(e) If, following the completion of the Transfer Inspection, the Inspector forms the reasonable view that:

(i) the Facility does not satisfy the Transfer Requirements; and/or

(ii) the Seller has not complied with or is not complying with any of its obligations under the Agreement with respect to the operation and maintenance of the Facility, then the Inspector shall:

notify the Seller and MEPE, in writing, of the work and estimated costs required to ensure that the Facility:

(A) is safe, sound and operable; and

(B) is brought up to the standards required by the Transfer Requirements,

(collectively, the "**Outstanding Work**"); and/or

(iii) specify a reasonable period within which the Seller shall carry out the Outstanding Work.

(f) The Seller shall carry out the Outstanding Work within the period specified and any costs it incurs in carrying out such Outstanding Work shall be at its own expense.

4.5 Maintenance, Spare Parts and Consumables

(a) Prior to the Transfer Date, the Seller shall demonstrate to MEPE by means of records and, where possible, visual examination that all scheduled maintenance has taken place in accordance with the Agreement and the instructions and/or guidelines of the manufacturers or suppliers of the equipment comprising the Facility.

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(b) The Seller shall:

(i) prior to the Transfer Date, procure all spare parts set out in the Transfer Notice as required in connection with the maintenance activities which are scheduled with respect to the Facility for the twelve (12)-month period following the Transfer Date; and

(ii) on the Transfer Date, transfer all such spare parts to MEPE in accordance with Section 10.3(a) of the Agreement.

(c) The Seller shall:

(i) prior to the Transfer Date, procure all consumables, chemicals and other materials set out in the Transfer Notice as required in connection with the operation of the Facility for the three (3)-month period following the Transfer Date; and

(ii) on the Transfer Date, transfer all such consumables, chemicals and other materials to MEPE in accordance with Section 10.3(a) of the Agreement.

4.6 Company employees

(a) Offers

MEPE (or the subsequent operator nominated by MEPE) may, at any time during the Transfer Period, by giving the Seller at least twenty (20) Business Days' notice in writing, make an offer of employment (an "**Employment Offer**") to any personnel of the Seller (as set out in the register of personnel submitted by the Seller pursuant to sub-paragraph 3.1(c)(ii) above) as it elects at its discretion, on MEPE's (or its nominee's) terms and conditions.

(b) Consultation and co-operation

(i) The Seller and MEPE shall each:

(A) consult and co-operate with each other during the course of negotiations with any personnel of the Seller with respect to whom an Employment Offer has been made; and

(B) use reasonable endeavors to persuade all such personnel to accept such Employment Offers (provided that such terms are no less favorable than the relevant person's then-current terms).

(i) The Seller shall release or obtain the release from his or her employment of any of the personnel of the Seller who accepts an Employment Offer, such release to be effective on or prior to the end of the Transfer Period.

4.7 Transfer Security

(a) Within twenty (20) Business Days of the Inspector's notice under sub-paragraph 4.4(e) above, the Seller shall procure and deliver to MEPE a letter of credit, which:

(i) complies with the requirements set out in the definition of the Transfer Security; and

(ii) is in an amount equal to one hundred and fifty percent (150%) of the estimated cost of the Outstanding Work (as calculated by the Inspector and set out in the Inspector's notice under sub-paragraph 4.4(e) above); and

(iii) secures:

(A) any amounts that the Seller owes to MEPE due to a failure by the Seller to comply with the requirements of Section 10 (*Transfer of Facility*) of the Agreement;

(B) any amounts that the Seller owes to MEPE pursuant to the provisions of this Schedule 18 (*Transfer Procedure*); and

(C) any other amounts that may be payable by the Seller to MEPE from time to time.

(b) The Seller shall maintain (or renew prior to expiry) the Transfer Security until the later of:

(i) the date which is one hundred and eighty (180) days after the Transfer Date; and

(ii) the date on which any amounts that are or may be payable by way of a drawing on the Transfer Security have been irrevocably paid in full.

5. CONDITION AT TRANSFER DATE

5.1 Testing

(a) The Seller shall, no later than two (2) months prior to the Transfer Date, undertake a Net Capacity Test with respect to the Facility (the "**Transfer Test**").

(b) If the results of the Transfer Test do not demonstrate that the Facility satisfies the Transfer Requirements set out in sub-paragraphs 5.2 below, the Seller may repeat the Transfer Test until such test demonstrates that the Facility satisfies those requirements provided that:

(i) the Seller complies with sub-paragraphs 5.1(c) and (d) below with respect to each repeated Transfer Test;

(ii) each of the tests comprising the Transfer Test are undertaken concurrently; and

(iii) the last day on which the Seller is entitled to repeat the Transfer Test is ten (10) Business Days prior to the Transfer Date (the "**Final Transfer Test Date**").

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(c) MEPE (and/or the MEPE engineer) shall be entitled to attend and monitor or witness the Transfer Test, and the Seller shall bear the costs and expenses of such test.

(d) The Seller shall give MEPE at least three (3) Business Days' advance notice in writing of the date on which it will undertake the Transfer Test.

5.2 Condition of the Facility on the Transfer Date

(a) On the Transfer Date:

(i) the Facility shall:

(A) be safe, sound and operable and in a condition of repair, cleanliness and appearance that is consistent with the Prudent Utility Practices;

(B) be capable of operation in full compliance with all Laws, including any Laws relating to the environment;

(C) be able to safely and reliably deliver electricity to the Connection Point;

(ii) the Net Electrical Generation of the Facility (as tested in the Transfer Test) shall be equal to or greater than ninety five percent (95%) of the Estimated Contracted Energy as tested in the immediately preceding Net Capacity Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above);

(iii) the Facility and the Site shall be free from contamination and the Seller shall have undertaken all remediation work required with respect to the Facility and the Site, including:

(A) work with respect to all environmental waste and hazardous conditions; and

(B) work to ensure that the Seller has fully complied with the Land Lease Agreement; and

(iv) the Seller shall provide MEPE with a written summary of the condition of the Facility, including a complete listing of:

(A) any and all conditions that impair or could impair the safe operation of the Facility or materially interfere with maximum power generation of the Facility; and

(B) any other characteristics of the Facility that do not comply with the Transfer Requirements.

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(b) On the Transfer Date, the Seller represents and warrants that there are no other conditions or characteristics of the Facility that:

(i) impair or could impair the safe operation of the Facility or materially adversely affect the performance of the Facility; and/or

(ii) do not comply with the Transfer Requirements.

(c) In addition to the requirements set out in sub-paragraph 5.2(a) above, the Seller shall ensure that:

(i) all buildings and structures within the Site shall be free from rain damage and shall have been painted internally and externally on or after the date which is three (3) years before the Transfer Date;

(ii) all metallic surfaces within the Site, except stainless steel and galvanized steel, shall have been painted on or after the date which is five (5) years before the Transfer Date;

(iii) the Site shall be free from flora except that planted by the Seller;

(iv) all waste material shall have been removed from the Site, and the Site and the Facility shall be clean;

(v) All of the Seller's vehicles, lifting equipment and workshop machinery shall have been serviced on or after the date which is twelve (12) months before the Transfer Date;

(vi) all fire protection and detection systems shall have been inspected and serviced on or after the date which is six (6) months before the Transfer Date;

(vii) all pressure vessels and safety valves shall have been tested on or after the date which is twelve (12) months before the Transfer Date and serviced to ensure that they are in compliance with the standards required by Prudent Utility Practices and any applicable Governmental Authority; and

(viii) all HVAC and ventilation equipment shall be fully operational and shall have been serviced on or after the date which is three (3) months prior to the Transfer Date.

5.3 Rectification and Liquidated Damages

(a) Rectification

In the event that the Facility fails to satisfy any of the Transfer Requirements, MEPE shall be entitled to rectify (or procure the rectification of) any such failure and call upon the Transfer Security to recover the costs of such rectification work. The Seller's aggregate liability in respect of any failure to satisfy any of the Transfer Requirements shall be limited to the amount of the Transfer Security.

(b) Liquidated Damages

(i) If the Final Transfer Test Date has passed and the Net Electrical Generation of the Facility (as tested in the most recent Transfer Test) is less than ninety five percent (95%) of the Established Contracted Energy as tested in the immediately preceding Net Capacity Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above), the Seller shall pay to MEPE, a sum equal to USD four hundred (400) per kW for the difference between the Established Contracted Energy (as tested in the most recent Transfer Test) and ninety five percent (95%) of the Established Contracted Energy in the immediately preceding Net Capacity Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above) as liquidated damages; and

(ii) MEPE will not be required to refund any portion of the liquidated damages previously paid to MEPE pursuant to this sub-paragraph 5.3(b) in any circumstances, including in the case of subsequent rectification pursuant to this Schedule 18 (*Transfer Procedure*).

(iii) The Seller acknowledges and agrees that the liquidated damages set out in this sub-paragraph 5.3(b):

(A) are reasonable and appropriate measures of the damages for any delays or failures; and

(B) do not represent a penalty or consequential damages for losses sustained by MEPE or the Seller as a result of the failures.

6. TRANSFER DATE

(a) The transfer of the Facility:

(i) in the event that the Seller is required under Section 10.1 of the Agreement to transfer the Facility to MEPE or a subsequent operator due to the expiry of the Term of the Agreement, including any extension thereof, shall take place in accordance with the provisions of Section 10 (*Transfer of Facility*) of the Agreement and this Schedule 18 (*Transfer Procedure*);

(ii) in the event that the Seller is required, under Schedule 19 (*Termination*) of the Agreement, to transfer the Facility to MEPE or a subsequent operator due to the early termination of the Agreement pursuant to Sections 7.1, 7.2, 9.6 or 9.7 of the Agreement, such transfer shall take place in accordance with the provisions of Section 10.3 of the Agreement and paragraph 6 of this Schedule 18 (*Transfer Procedure*); and

(iii) shall be effective on and from the applicable Transfer Date.

(b) MEPE shall be entitled to the possession and control of the Facility on and from

the Transfer Date. Subject to the Agreement:

(i) the Seller shall be responsible for all costs and expenses (including any taxes) in connection with the Facility to the extent such costs and expenses relate to:

(A) the period up to and including the Transfer Date; and/or

(B) the transfer of the Facility in accordance with the provisions of Section 10 (*Transfer of Facility*) of the Agreement and this Schedule 18 (*Transfer Procedure*); and

(ii) MEPE shall be responsible for all costs in connection with the Facility to the extent such costs relate to the period after the Transfer Date.

(c) On the Transfer Date:

(i) the Seller shall deliver to MEPE:

(A) the transfer of the Facility in favor of MEPE, and such other documents (if any) as are identified in the Transfer Procedure Manual as being necessary to give full effect to the transfer of title to the Facility, duly signed by the Seller; and

(B) all certificates, registrations, licenses, documents of title and other instruments evidencing the ownership of the Facility; and

(ii) the Seller shall demobilize its personnel and any equipment not required by MEPE in connection with the Facility from the Site and give MEPE vacant possession of the Facility.

(d) The Seller shall ensure that, with effect from the Transfer Date, the Facility is free and clear of all liens and encumbrances and other third party interests and the Seller indemnifies and shall hold MEPE harmless against any loss, cost, damage or other liability incurred by MEPE as a result of the failure of the Seller to transfer title to the Facility free and clear of all liens and encumbrances and other third party interests.

(e) On and after the Transfer Date, the Seller and MEPE shall execute such documents and do such acts and things, in addition to those specifically contemplated in the Transfer Procedure Manual, as may reasonably be required by the other Party to effect the transfer of the Facility, provided that each Party shall be responsible for its own costs and expenses in complying with this sub-paragraph (e).

(f) Outstanding matters

At least fifteen (15) Business Days prior to the Transfer Date, the Seller shall provide:

(i) a list of all of its suppliers and contractors (including those named under the supply, maintenance and services contracts that it has in place with

respect to the operation and maintenance of the Facility) and agencies with which it is in contact, including their full addresses and contact details.

(ii) written evidence that:

(A) it has been in contact with all such suppliers, contractors and agencies to advise them of the transfer of the Facility;

(B) all payments due from the Seller to any such supplier, contractor and/or agency have been made; and

(C) there are no existing or anticipated disputes between the Seller and any such supplier, contractor or agency; and

(iii) if the Seller is not able to provide written evidence confirming the matters set out in this sub-paragraph (f), full details of any matter that prevents the Seller from doing so (together with any further information reasonably required by MEPE in connection with that matter).

(g) On the Transfer Date, the Seller shall execute any documents or perform any action to procure that MEPE has the valid right to use and possess the Site pursuant to Section 7.7 of the Agreement.

7. SURVIVAL

The provisions of this Schedule 18 (*Transfer Procedure*) shall survive the termination of the Agreement.

8. DISPUTE

Any dispute, claim, difference or controversy arising out of, relating to or having any connection with the compliance with this Schedule 18 (*Transfer Procedure*) shall be resolved in accordance with Section 11 (*Dispute Resolution*) of the Agreement.

SCHEDULE to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 19

Termination

SCHEDULE 19
TERMINATION

1. DEFINITIONS

1.1 Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 19 (*Termination*) is attached.

1.2 When used herein, the defined terms set forth below shall have the following meanings:

"**Account Balance**" means the aggregate amount of cash held by the Seller as at the Calculation Date, including cash in hand, the balance held in any debt service reserve account, the net cash proceeds from the liquidation of any authorized investments made pursuant to the Financing Documents which are in effect at that time, and the credit balance of any accounts maintained with any bank or other financial institution, whether inside or outside the Republic of the Union of Myanmar.

"**Calculation Date**" means:

(a) if a Purchase Notice or FM Purchase Notice is issued pursuant to sub-paragraph 2.1(a) or sub-paragraph 2.2(c)(i) of this Schedule, the date of the Purchase Notice or the FM Purchase Notice (as applicable); or

(b) in all other cases, the Termination Date.

"**EPC Contract**" means the engineering, procurement and construction (EPC) contract(s) entered into by the Seller and the EPC contractor(s), in relation to the construction and development of the Facility.

"**Equity**" means the capital of the Seller contributed or caused to be contributed by the Shareholder or Permitted Transferees in respect of their investment in the Seller (including share capital, Shareholder Loans and Equity Bridge Loans) less any amounts subsequently financed or refinanced as Senior Debt.

"**Equity Bridge Loans**" means indebtedness for the principal borrowed by the Seller from a third party and/or guaranteed by a Shareholder whereby its terms are subordinated to any indebtedness for borrowed money incurred by the Seller under any Financing Documents which are in effect at that time.

"**Equity Distributions**" means any amounts distributed by the Seller prior to the Calculation Date in respect of Equity in the form of dividends or payments of interest or principal.

"**Foregone Return on Equity**" means an annual return of fifteen percent (15%) (nominal), calculated annually in respect of full calendar years and pro rata in respect of partial calendar years (in each case without compounding the amount), on the Shareholder's Actual Equity Contributions for the shorter of the following periods:

(a) the period starting on the Calculation Date and ending on the date that is three (3) calendar years after the Calculation Date; and

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(b) the period of time equal to the number of calendar years or partial calendar years between the Calculation Date and the date that is the later of: (i) the date of the thirtieth (30th) anniversary of the Phase 1 Commercial Operation Date; and (ii) the date which is the last day of the Term as extended pursuant to Section 6.3 or 6.5 of the Agreement.

"**Foreign Exchange Rate Swap Breakage Costs**" means any costs incurred by the Seller in connection with any foreign exchange rate swap agreement related to the EPC Contract as a result of a breakage of such foreign exchange rate swap agreements occasioned by the termination of the Agreement, provided that any positive payments received by the Seller in connection with the breakage of such foreign exchange rate swap agreements shall be applied to the reduction of the amount of the relevant purchase price calculated in accordance with the provisions of this Schedule 19 (*Termination*).

"**Interest Rate Swap Breakage Costs**" means any costs due to or on behalf of the Financing Parties to the extent payable under the Financing Documents, which are in effect at that time, or under agreements entered into by the Seller in connection with the Financing Documents, which are in effect at that time, with respect to Senior Debt as a result of a breakage of interest rate swap arrangements occasioned by the termination of the Agreement, provided that any positive payments received by the Seller in connection with the breakage of such interest rate swap arrangements shall be applied to the reduction of the amount of the relevant purchase price calculated in accordance with the provisions of this Schedule 19 (*Termination*).

"**O&M**" means operation and maintenance.

"**Permitted Transferees**" means any Person(s) holding shares in the Seller pursuant to the permitted transfer under Section 20 (*Equity Undertaking*) of the Agreement.

"**Senior Debt**" means indebtedness incurred by the Seller under the Financing Documents that are in effect at that time, other than indebtedness constituting Equity.

"**Senior Debt Component**" means the total amounts required to pay or settle the outstanding amounts payable by the Seller as Senior Debt and interest due and payable on the Calculation Date less the Account Balance.

"**Shareholder Loans**" means indebtedness for the principal borrowed by the Seller from a Shareholder or Permitted Transferees whereby its terms are subordinated to any indebtedness for borrowed money incurred by the Seller under any Financing Documents that are in effect at that time.

"**Shareholder's Actual Equity Contributions**" means the aggregate amounts of Equity actually contributed or caused to be contributed by the Shareholder or Permitted Transferees as of the Calculation Date.

"**Shareholder's Contingent Equity Commitment**" means the amounts of Equity that may be required to be contributed to the Seller in addition to the Shareholder's Equity Commitment in accordance with the Financing Documents that are in effect at that time.

"**Shareholder's Equity Commitment**" means the maximum amount that may be required by the Financing Documents that are in effect at that time, or any shareholders' agreement to be paid by or on behalf of all the shareholders of the Seller for the shares of the Seller.

"**Termination Costs**" means:

(a) all income, receipts, sales, value added, transfer, property or other taxes and any other costs imposed on the Seller by a Governmental Authority as a result of termination of the Agreement, transfer of the Seller's rights, title and interest in the Project to MEPE and payment of the purchase price therefor;

(b) all amounts payable by the Seller with respect to the termination costs for the termination of the EPC Contract up to a maximum of three million dollars (USD 3,000,000), for the period up to the Phase 4 Commercial Operation Date;

(c) all amounts outstanding and payable by the Seller to the EPC contractor and/or the O&M contractor upon the termination of the EPC Contract and/or the O&M contract with respect to work completed by the EPC contractor and/or the O&M contractor and not yet paid for by the Seller and for which no Senior Debt or Equity has been drawn;

(d) interest period breakage costs under the Financing Documents that are in effect at that time;

(e) accrued commitment fees, prepayment premiums and prepayment penalties under the Financing Documents that are in effect at that time;

(f) Interest Rate Swap Breakage Costs; and

(g) Foreign Exchange Rate Swap Breakage Costs in case of termination prior to the Phase 1 Commercial Operation Date.

"**Termination Date**" means the date set out in the relevant Termination Notice as the date on which the Agreement terminates.

"**Termination Notice**" means (as applicable):

(a) a notice from the Seller to MEPE pursuant to Section 7.1.2 or Section 9.6 of the Agreement; and

(b) a notice from MEPE to the Seller pursuant to Section 7.2.2 or Section 9.6 of the Agreement.

2. PURCHASE PRICE

2.1 Termination due to the Seller's Event of Default

(a) If MEPE terminates the Agreement pursuant to Section 7.2.2 of the Agreement, MEPE may, within one hundred and twenty (120) Business Days from the date on which it issues the relevant Termination Notice (the "**Decision Period**") issue the Seller with a notice confirming that MEPE will purchase all of the

Seller's rights, title and interest in the Project (the "**Purchase Notice**").

(b) If, within the Decision Period, MEPE issues a Purchase Notice to the Seller which confirms that MEPE will purchase all of the Seller's rights, title and interest in the Project:

(i) the Parties shall comply with the provisions of Section 10 (*Transfer of Facility*) of the Agreement and Schedule 18 (*Transfer Procedure*); and

(ii) on the applicable Transfer Date, the Seller shall transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE shall purchase all of the Seller's rights, title and interest in the Project for a purchase price equal to:

(A) the Senior Debt Component (or if prior to the Phase 1 Financial Closing Date, the Shareholder's Actual Equity Contributions); *less*

(B) the greater of:

I. the Shareholder's Equity Commitment *minus the* Shareholder's Actual Equity Contributions; and

II. zero.

(c) Without limiting any other remedy available to MEPE, if MEPE does not issue a Purchase Notice within the Decision Period, MEPE will be deemed to have waived its option to purchase the Project pursuant to sub-paragraph 2.1(a) above.

(d) If MEPE does not issue a Purchase Notice within the Decision Period or issues a notice confirming that MEPE will not purchase all of the Seller's rights, title and interest in the Project, the Seller shall not transfer the Facility to MEPE upon the early termination of the Agreement pursuant to Section 7.2.2 of the Agreement.

2.2 Termination due to MEPE's Event of Default or Governmental Force Majeure

(a) If, prior to the Phase 1 Commercial Operation Date:

(i) the Seller terminates the Agreement pursuant to Section 7.1.2 or Section 9.6.1(a)(ii) of the Agreement; or

(ii) MEPE terminates the Agreement pursuant to Section 9.6.1(a)(ii)of the Agreement,

then:

(iii) the Parties shall comply with the provisions of Schedule 18 (*Transfer Procedure*) and Section 10 (*Transfer of Facility*) of the Agreement; and

(iv) on the applicable Transfer Date, the Seller shall transfer the Facility to

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MEPE (or a subsequent operator nominated by MEPE) and MEPE shall purchase all of the Seller's rights, title and interest in the Project for a purchase price equal to:

(A) the Senior Debt Component; *plus*

(B) the sum of:

I. the lesser of:

(x) the Shareholder's Actual Equity Contribution; and

(y) the sum of the Shareholder's Equity Commitment *plus* the Shareholder's Contingent Equity Commitment; and

II. a return on Equity, equal to a rate of fifteen percent (15%) (nominal) per annum, calculated on the Shareholder's Actual Equity Contributions compounded annually from the date of each such Shareholder's Actual Equity Contribution to the earlier of (i) the Calculation Date or (ii) the date of the financing or the refinancing of such Shareholder's Actual Equity Contribution as Senior Debt; *less*

(C) Equity Distributions.

(b) If, on or after the Phase 1 Commercial Operation Date:

(i) the Seller terminates the Agreement pursuant to Section 7.1.2 of the Agreement; or

(ii) MEPE terminates the Agreement pursuant to Section 9.6.2.(b)(ii) of the Agreement, then:

(iii) the Parties shall comply with the provisions of Schedule 18 (*Transfer Procedure*) and Section 10 (*Transfer of Facility*) of the Agreement; and

(iv) on the applicable Transfer Date, the Seller shall transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE shall purchase all of the Seller's rights, title and interest in the Project for a purchase price equal to the sum of:

(A) the Senior Debt Component; and

(B) the greater of

I. zero; and

II. the amount equal to:

(EC/CC * (A +B))

where:

EC = aggregate Estimated Contracted Energy of the Facility immediately prior to the Calculation Date, provided that if the EC determined in accordance with the Agreement (including Schedule 11 (*Testing Procedure*) has been or is reduced (i) as the result of a Force Majeure (other than a Governmental Force Majeure) event and such reduction in the EC can be corrected within a reasonable period of time in accordance with the Prudent Utility Practices, the EC as so determined, shall be adjusted equitably to the level of aggregate Estimated Contracted Energy the Facility would be capable of achieving after such correction, or (ii) as a result of a Governmental Force Majeure event or a MEPE Event of Default, EC shall equal CC;

CC = aggregate Contracted Capacity for the Facility for the Contract Year in which the Calculation Date occurs;

A = Shareholder's Actual Equity Contributions; and

B = Foregone Return on Equity.

(c) Termination due to Force Majeure (other than Governmental Force Majeure) affecting the Seller

(i) If:

(A) the Seller terminates the Agreement pursuant to Section 9.6.1(a)(i) or Section 9.6.1(b) (including pursuant to Section 9.7.4); or

(B) MEPE terminates the Agreement pursuant to Section 9.6.1(a)(i) or Section 9.6.1.(b) or Section 9.6.2(a) or Section 9.6.2 (b)(i) (including pursuant to Section 9.7.4),

then MEPE shall, within ten (10) Business Days from the date on which the relevant Termination Notice is issued (the "**FM Decision Period**"), issue the Seller with a notice confirming that MEPE will purchase all of the Seller's rights, title and interest in the Project (an "**FM Purchase Notice**").

(ii) If, within the FM Decision Period, MEPE issues an FM Purchase Notice to the Seller which confirms that MEPE will purchase all of the Seller's rights, title and interest in the Project then:

(A) the Parties shall comply with the provisions of Schedule 18

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(*Transfer Procedure*) and Section 10 (*Transfer of Facility*) of the Agreement; and

(B) on the applicable Transfer Date, the Seller shall transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE shall purchase all of the Seller's rights, title and interest in the Project for a purchase price equal to:

I. the Shareholder's Actual Equity Contributions; *plus*

II. the Senior Debt Component; *minus*

III. Equity Distributions

(iii) Without limiting any other remedy available to MEPE, if MEPE does not issue an FM Purchase Notice within the FM Decision Period, MEPE will be deemed to have waived its option to purchase the Project pursuant to sub-paragraph 2.2(a) above.

(iv) If MEPE does not issue an FM Purchase Notice within the Decision Period or issues a notice confirming that MEPE will not purchase all of the Seller's rights, title and interest in the Project, the Seller shall not transfer the Facility to MEPE upon the early termination of the Agreement pursuant to Section 9.6.1(a)(i) or Section 9.6.1(b) (including pursuant to Section 9.7.4).

2.3 Calculation of the Purchase Price

(a) Subject to sub-paragraph 2.3(b) below, MEPE, with the agreement of the Seller, shall be responsible for the calculation of the purchase price under this Schedule 19 (*Termination*) within ten (10) Business Days of the Calculation Date.

(b) The Seller shall be responsible for the calculation of the purchase price under this Schedule 19 (*Termination*) in the circumstances described in sub-paragraph 2.2(a)(i) or sub-paragraph 2.2(b)(i) within ten (10) Business Days of the Calculation Date.

(c) In calculating the amounts payable pursuant to this Schedule 19 (*Termination*), there shall be no double-counting of any components or sub-components making up any such amounts.

2.4 Payment of Purchase Price

(a) All amounts payable pursuant to this Schedule 19 (Termination) shall be:

(i) calculated and paid in USD; and

(ii) paid in immediately available funds on the Transfer Date, provided that all of the Seller's rights, title and interest in the Project will be transferred to MEPE after receiving the purchase price from MEPE, in strict compliance with Section 10 (*Transfer of Facility*) of the

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Agreement and Schedule 18 (*Transfer Procedure*).

(b) If interest on any amount(s) payable pursuant to this Schedule 19 (*Termination*) has been awarded pursuant to Section 11 (*Dispute Resolution*) of the Agreement, such interest will be payable on the relevant amount(s) at the Default Rate from the Transfer Date to the date of payment or as otherwise agreed between MEPE and the Seller.

(c) Notwithstanding any other provisions in the Agreement or this Schedule 19 (*Termination*), neither Party shall be entitled to recover compensation or make a claim under the Agreement or this Schedule 19 (*Termination*) in respect of any losses that it has incurred or costs that it will incur to the extent that it has already been compensated in respect of those losses or those costs pursuant to the Agreement, this Schedule 19 (*Termination*) or otherwise, including pursuant to any insurance policies maintained by the Seller in respect of the Project.

3. ADDITIONAL ADJUSTMENT

3.1. Termination Costs

(a) All Termination Costs shall be borne by the Seller in the event that MEPE terminates the Agreement pursuant to Section 7.2.2 of the Agreement or either Party terminates the Agreement pursuant to Section 9.6.1(a)(i) or Section 9.6.1(b) of this Agreement.

(b) All Termination Costs shall be borne by MEPE in the event that the Seller terminates the Agreement pursuant to Section 7.1.2 or Section 9.6.1(a)(ii) of the Agreement or MEPE terminates the Agreement pursuant to Section 9.6.1(a)(ii) or Section 9.6.2 of the Agreement.

(c) The Seller and MEPE agree to give effect to the transfer of the Seller's rights, title and interests in the Project and payment of the purchase price by MEPE in such a manner as to minimize the Termination Costs, including, as appropriate, by means of transfer of Equity of the Seller subject to the Financing Documents, which are in effect at that time.

3.2. Transfer Payment Adjustment

(a) MEPE may at any time deduct from any amount payable to the Seller pursuant to this Schedule 19 (*Termination*):

(i) subject to sub-paragraph 3.2(c) below, any moneys that the Seller becomes liable to pay to, or on behalf of, MEPE on any account whatsoever in connection with the Project; and

(ii) an amount equal to the insurance proceeds that have been received (or are receivable but unpaid) by the Seller on or before the Termination Date, provided that those insurance proceeds are related to insurance policies required to be taken out and maintained by the Seller in accordance with this Agreement and Schedule 16 (*Insurance Requirements*) in respect of any event that gave rise or contributed to the

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termination of the Agreement *less* the sum of the following amounts:

(A) the amount of those insurance proceeds that have been applied towards the repair, reconstruction or replacement of the Facility pursuant to Section 18 (*Insurance and Indemnities*) of the Agreement;

(B) the amount of those insurance proceeds that have been applied towards repayment of Senior Debt; and

(C) the amount of those insurance proceeds that have been deducted under Section 9.4.6(b) of the Agreement from payments otherwise due to the Seller in accordance with Section 9.4.4 of the Agreement.

(b) MEPE shall provide the Seller with reasonable details of the basis on which it is deducting any amount under sub-paragraph 3.2(a).

(c) MEPE shall not be entitled to deduct any amount pursuant to sub-paragraph 3.2(a)(i) from any payment to the Seller if such deduction would reduce the amount payable to the Seller in connection with the termination of the Agreement to an amount less than the Senior Debt Component.

4. EFFECT OF TERMINATION

4.1. Effect of Termination Notice

(a) Subject to sub-paragraph 4.1(b) below, following the serving of a Termination Notice:

(i) the Seller shall continue to perform its obligations under the Agreement until the Termination Date; and

(ii) MEPE shall continue to pay the Seller pursuant to the terms of the Agreement, until the Termination Date.

(b) Except in the circumstances that the Seller has terminated the Agreement pursuant to Section 7.1.2 of the Agreement, MEPE may require the Seller to continue to perform its obligations under the Agreement during the period between the Termination Date and the Transfer Date by:

(i) if MEPE terminates the Agreement, notifying the Seller of that requirement in the relevant Termination Notice; or

(ii) if the Seller terminates the Agreement, issuing a written notice to the Seller notifying it of that requirement within fourteen (14) days of receiving the relevant Termination Notice from the Seller.

(c) If MEPE issues a notice under paragraph (b) above notifying the Seller to continue to perform its obligations under the Agreement during the period between the Termination Date and the Transfer Date:

(i) the Seller shall continue to perform its obligations under the Agreement until the Transfer Date; and

(ii) MEPE shall continue to pay the Seller pursuant to the terms of the Agreement, until the Transfer Date.

4.2. Termination Date

Subject to sub-paragraph 4.1(b) above and sub-paragraph 4.3 below, on and from the Termination Date:

(a) the Agreement shall terminate and the Seller shall cease to perform its obligations under the Agreement; and

(b) MEPE shall cease to pay for the Net Electrical Generation for any period after the Termination Date, but shall, if and when required, pay the Seller any amounts payable under paragraph 2, sub-paragraph 3.1(b) and sub-paragraph 4.1(c) of this Schedule 19 (*Termination)*.

4.3 Continuing obligations

Except as otherwise expressly provided in the Agreement or as already taken into account in the calculation of any payment due upon the termination of this Agreement:

(a) the expiry or termination of this Agreement shall be without prejudice to any accrued rights or obligations under this Agreement as at the Termination Date; and

(b) the expiry or termination of this Agreement shall not affect the continuing rights and obligations of MEPE and the Seller under any provision of the Agreement that:

(i) relates to or is in connection with:

(A) MEPE's rights to set-off and recover money;

(B) confidentiality;

(C) any indemnity or the Performance Security or the Transfer Security; or

(D) any rights arising on termination;

(ii) is expressed to survive termination;

(iii) is required to give effect to such termination or the consequences of such termination; or

(iv) by implication from its nature is intended to survive the termination.

5. STEP-IN RIGHTS

Nothing in this Schedule 19 (*Termination*) limits or affects MEPE's rights and

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remedies under Section 7.3 (*Step-in Rights*) of the Agreement.

6. SURVIVAL

The provisions of this Schedule 19 (*Termination*) shall survive the termination of the Agreement.

7. DISPUTE

Any dispute, claim, difference or controversy arising out of, relating to or having any connection with compliance with this Schedule 19 (Termination) shall be resolved in accordance with Section 11 (*Dispute Resolution*) of the Agreement.

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SCHEDULE to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 20

Land Lease Agreement

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Contract No.______________________/LLA (Xxxxxxxx) 2015

LAND LEASE AGREEMENT

Between

AVA CAPITAL TRADING LTD.

As Lessor

And

GEP (MYANMAR) CO., LTD.

As Lessee

FOR

220 MW Solar Power Plant (Minbu)
In
The Republic of the Union of Myanmar

Venue: Yangon

Date: [•], 2016

TABLE OF CONTENTS

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LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (hereinafter referred to as the **"Agreement"**) is entered into on this [•] day of [•], 2016 by between:

AVA Capital Trading Ltd., a company formed and existing under the laws of the Republic of the Union of the Myanmar having its office at 123(A) Shwegondine Road, Bahan Township, Yangon, the Republic of the Union of Myanmar (hereinafter referred to as **"AVA"** or the **"Lessor"**) which shall include its successors and permitted assigns of the one part; and

GEP (Myanmar) Co., Ltd., a company formed and existing under the laws of the Republic of the Union of the Myanmar and having its registered office at Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, the Republic of the Union of the Myanmar (hereinafter referred to as **"GEP"** or the **"Lessee"**) which shall include its successors and permitted assigns of the other part.

In this Agreement, the Lessor and the Lessee are hereinafter referred to individually as a **"Party"** and collectively as the **"Parties"**.

WHEREAS:

(A) The Lessor is the holder of the [leasehold grants (**"Grants"**)] located in Minbu, the Republic of the Union of Myanmar, with the total area of [700] acres or [2,832,799.49] square meters (hereinafter referred to as the **"Land").** The details of the Grants and the Land, including any evidence thereof, are as described in the Attachment 1 and deemed as a part hereof;

(B) Green Earth Power (Thailand) Company Limited, the parent company of the Lessee, has entered into a Memorandum of Agreement with the Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar (**"DEP"**) dated October 16th, 2014 (the **"MOA"**) for the establishment of the Lessee so that the Lessee shall engage in the Build, Operate and Transfer of a solar power plant with an estimated annual supply of 350 million kWh and related facilities to be located in Sagu Township, Minbu District, Magway Region, the Republic of the Union of Myanmar (the **"Minbu Solar Power Plant"**). In addition, the Lessee will enter into the power purchase agreement with the Myanmar Electric Power Enterprise (the **"MEPE"**) (the **"Power Purchase Agreement"**) for the purchase of electricity generated by the Minbu Solar Power Plant. The Lessee is engaged in the business of the development, construction and operation of solar power plants in the Republic of the Union of Myanmar; and

(C) The Lessor wishes to lease the Land to the Lessee and the Lessee wishes to accept the lease the Land from the Lessor for the development, construction and operation of the Minbu Solar Power Plant pursuant to the MOA and the Power Purchase Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

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1. PURPOSE OF THE LEASE

1.1 The Lessor hereby leases the Land to the Lessee for the purposes of the Lessee engaging in the business of the development, construction and operation of the Minbu Solar Power Plant, together with all rights, interests, easements and rights of way and other appurtenances thereto, but specifically excluding all mines, mineral products, coal, petroleum and other natural resources as well as buried treasure and gems occurring in, under or within the Land, to the extent that and as long as all of such are vested in the Government of the Republic of the Union of Myanmar.

1.2. The Lessee hereby accepts the lease of the Land.

2. EFFECTIVENESS OF THIS AGREEMENT

This Agreement shall become effective upon execution by both Parties.

3. LEASE TERM

3.1 The term of the lease under this Agreement shall be a period of 30 (thirty) years, commencing from the date of the first commercial operation of the Minbu Solar Power Plant (the "**Commercial Operation Date**") as specified under the Power Purchase Agreement until the end of the Concession Period (as defined under the Power Purchase Agreement) (the "**Lease Term**").

The Lessor agrees that it shall extend the term of the lease for any additional periods, to be mutually agreed by the Parties, after the Lease Term (the "**Extended Term**"), subject to the terms and conditions of the Grant, the Power Purchase Agreement and any applicable laws.

3.2 The Parties shall amend the Lease Term under this Agreement so that the Lease Term is the same as term of the Power Purchase Agreement.

4. RENT AND PAYMENT

4.1 The total rental rate for the Land during the Lease Term and the Extended Term is USD 2,000,000 (two million) (the "**Rent**").

4.2 The Parties hereby agree that the Rent shall be divided into 4 (four) portions and shall be paid on the date of the commencement of construction of each of the four phases of the Minbu Solar Power Plant as per the details below:

Phase 1 (output capacity of 40 MW_{AC}): USD 500,000 (five hundred thousand);

Phase 2 (aggregated output capacity of 80 MW_{AC}): USD 500,000 (five hundred thousand);

Phase 3 (aggregated output capacity of 120 MW_{AC}): USD 500,000 (five hundred thousand); and

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Phase 4 (aggregated output capacity of 170 MW_{AC}): USD 500,000 (five hundred thousand).

5. LEASE REGISTRATION

5.1 As soon as practicable upon the execution of this Agreement, both Parties shall register the lease under this Agreement with the relevant government authority and carry out all formalities, procedures and other requirements under all applicable laws, which are required for the validity, enforceability or legality of this Agreement.

5.2 All taxes, duties and fees including but not limited to any and all expenses incurred in relation to the registration of the lease and any renewal thereof shall be borne by the Lessee.

6. THE LESSEE'S RIGHTS AND OBLIGATIONS

6.1 The Lessee shall have the right, without prior consent from the Lessor, to access the Land prior to the Commercial Operation Date for the purpose of conducting a survey, feasibility study, design and construction of the Minbu Solar Power Plant as well as to make changes to the landscape, to erect, construct or build the Minbu Solar Power Plant and related facilities or other structures, upon or under the Land, to dig, excavate or fill and plant or grow any tree or other plantation, upon or under the Land, and the Lessor shall unconditionally co-operate with the Lessee in applying for all necessary construction permits or other permits that may be required.

6.2 The Lessee shall only use the Land for the purposes specified under this Agreement and shall not use, nor permit the use of, the Land or any part thereof for any illegal or immoral purposes.

6.3 The Lessee shall not sublease the Land, whether partially or wholly, to any person nor assign or transfer the rights granted to the Lessee under this Agreement to any person unless otherwise agreed between the Lessor and the Lessee. The Parties further agree that the Lessee may designate an entity organized or to be organized in the Republic of the Union of Myanmar to be the operator of the Minbu Solar Power Plant and assign all its rights and obligations under this Agreement to such entity.

6.4 The Lessee shall observe and perform the terms and conditions of the [Grants] (including paying on behalf of the Lessor any rent, taxes and other payments under the Grants that arises on or after the Commercial Operation Date or which are otherwise agreed to be paid by the Lessee) and not do or omit to do anything which may render the Lessor to be in breach of its obligations under the terms and conditions of the Grants or any applicable laws.

6.5 The Lessee shall not do or omit to do anything which may result in (i) the termination, cancellation or withdrawal of any Grant, or (ii) the amendment or modification of the terms and conditions of any Grant, without the prior written consent of the Lessor (such consent not to be unreasonably withheld).

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6.6 The Lessee shall pay all land-revenue and any other taxes or other outgoings, fees, payments, charges or costs and expenses (if any) that may arise or be imposed in relation to the Grants or the Land (including for the avoidance of doubt, any buildings, structures and/or fixtures constructed thereon) or the lease, transfer, disposal, possession, occupation, use or enjoyment of the Land on or after the Commercial Operation Date or which is otherwise agreed to be paid by the Lessee.

6.7 The Lessee shall obtain all necessary approvals, permits and registrations for the conduct of all construction and improvement works that the Lessee may seek to carry out on the Land, and bear all costs and expenses relating to the obtaining of such approvals, permits and registrations and the conduct of any such construction and improvement works.

6.8 The Lessee shall pay the Rent as specified in Clause 4 above, subject to any withholding tax, if any.

6.9 The Lessee shall ensure that all activities and operations on the Land, and each and every part thereof, and the possession, occupation, use or enjoyment of the Land conform to the terms and conditions of the Grants and all applicable laws.

6.10 In the event that the Lessee fails to pay any payments required under Clauses 6.4 and 6.6, and the Lessor makes such payments for and/or on behalf of the Lessee, the Lessee agrees to reimburse the Lessor for all such payments in full.

7. THE LESSOR'S RIGHTS AND OBLIGATIONS

7.1 The Lessor shall allow the Lessee peaceful and quiet possession of the Land in accordance with the terms of this Agreement without any interruption or disturbance of whatsoever nature by the Lessor.

7.2 The Lessor shall observe and perform the terms and conditions of the Grants, and forthwith notify the Lessee of any breach by the Lessor or any other person of any such terms and conditions or of any circumstance that may result in any such breach, provided that the Lessor shall not have any liability for any breach which is attributable to any act or omission of the Lessee or any third party.

7.3 At the cost and expense of the Lessee, the Lessor shall make all required applications and execute all relevant documents that may reasonably be required to extend the term of the Grants (as applicable) so that the Lease Term under this Agreement is in line with the term of the Power Purchase Agreement.

7.4 The Lessor shall observe and perform the terms and conditions of the Grants and not do or omit to do anything which may render the Lessor to be in breach of the terms and conditions of any Grant or any applicable laws.

7.5 The Lessor shall not do or omit to do anything which may result in (i) the termination, cancellation or withdrawal of any [Grant], or (ii) the amendment or modification of the terms and conditions of any [Grant], without the prior written consent of the Lessee (such consent not to be unreasonably withheld).

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7.6 The Lessor shall assist and co-operate with the Lessee in submitting payment of all land-revenue and any other taxes or other outgoings, fees, payments, charges or costs and expenses (if any) that may arise or be imposed in relation to the [Grants] or the Land (including for the avoidance of doubt, in relation to any buildings, structures and/or fixtures constructed thereon) or the lease, transfer, disposal, possession, occupation, use or enjoyment of the Land.

7.7 The Lessor shall liaise with such local authorities as may be reasonably required by the Lessee and exercise its best effort to assist the Lessee for the purpose of obtaining the necessary approvals, permits and registrations for the implementation of any construction and improvement works that the Lessee may seek to carry out on the Land.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Lessor represents and warrants to the Lessee that:

(a) it is a legal entity duly incorporated, validly existing and in good standing under the laws of the Republic of the Union of Myanmar and has the right, power and authority and has obtained all relevant corporate consents to enter into and perform this Agreement;

(b) the entry into and performance of this Agreement will not give rise to a breach of any applicable laws or its memorandum and articles of association or any contract, to which it or its assets is bound;

(c) there are no actions, suits, proceeding or investigations, pending or, to the best of its knowledge, threatened, that will have a material adverse effect upon its ability to fulfill its obligations under this Agreement;

(d) it has sole legal and beneficial rights in respect of the Land free from all liens, charges, encumbrances, claims and rights of any third party or parties which might prejudice or impair the rights granted under this Agreement, and is able to lease the Land to the Lessee, subject to the terms and conditions of the Grants and any government approval, and for the purposes and duration contemplated in this Agreement; and

(e) the Land has access to a public road whether directly or through a private road, and the Lessee is entitled at all times to use such access and enjoy the use of the Land free of charge, and further that the access will be certified upon the registration of the lease under this Agreement.

8.2 The Lessee represents and warrants to the Lessor that:

(a) it is a legal entity duly incorporated, validly existing and in good standing under the laws of the Republic of the Union of Myanmar and has the right, power and authority and has obtained all relevant corporate consents to enter into and perform this Agreement;

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(b) the entry and performance of this Agreement will not give rise to a breach of any applicable laws or its memorandum and articles of association or any contract, to which it or its assets is bound;

(c) there are no actions, suits, proceeding or investigations, pending or, to the best of its knowledge, threatened, that will have a material adverse effect upon its ability to fulfill its obligations under this Agreement; and

(d) it will use the Land for the purposes specified in this Agreement and shall not use the Land for any illegal purpose.

9. MINERAL RESOURSES AND TREASURE

All mineral resources, treasure, gems and other natural resources discovered unexpectedly from in or under the Land during the term of this Agreement, shall be the property of the Government of the Republic of the Union of Myanmar which shall have the liberty to excavate the aforesaid at any time.

10. TERMINATION, POST TERMINATION AND DEFAULT

10.1 This Agreement shall be automatically terminated upon the occurrence of either of the following events: (a) the expiration of the Lease Term; or (b) the termination of the Power Purchase Agreement, provided that the step- in rights specified under the Power Purchase Agreement or the Financing Documents (as defined under the Power Purchase Agreement) are not exercised.

In the event that the step-in right is exercised, the Lessee shall, as soon as practicable, inform the Lessor of such action. The Parties agree that the entity to assume operational responsibility for the Minbu Solar Power Plant as specified under the Power Purchase Agreement or the Financing Documents, as the case may be, shall, from the date that the step-in right is exercised, assume the rights and obligations of the Lessee under this Agreement.

10.2 If any of the Parties fail to observe or perform the terms and conditions of this Agreement in any material respect and fail to remedy such default within 90 (ninety) days from the date that a written notice is given by the other Party requiring the said default to be remedied, the other Party shall be entitled to claim damages and/or specific performance of this Agreement from and/or against the defaulting Party including but not limited to all liability and losses suffered or incurred by the other Party arising from or attributable to the default.

10.3 The lease and the possession, use or utilization of a certain portion of the Land may also be terminated by the Lessee giving to the Lessor 30 (thirty) days' prior written notice of its intention to terminate in the event of (1) any severe damage to that portion of Land; or (2) a Force Majeure condition that continues for 90 (ninety) days and which renders operations impracticable on that particular portion of the Land. For the avoidance of doubt, the Lessee may elect instead to repair or restore the damaged Land at its own cost

and expense so as to continue its operations, provided that any repair shall be carried out in accordance with the terms and conditions of the relevant Grant and all applicable laws.

10.4 Upon termination of this Agreement, the Lessee shall be entitled to remove and relocate the Minbu Solar Power Plant including all the alterations, additions, structures, fixtures, fittings, installations, equipment, machinery, furniture and furnishings which are constructed or installed by the Lessee on the Land.

10.5 Upon the transfer of the Minbu Solar Power Plant and other facilities related thereto under the Power Purchase Agreement from the Lessee to MEPE, the Lessor agrees that MEPE shall be entitled to use and possess the Land and all rights, interests, easements and rights of way and other appurtenances thereto throughout the term that the Minbu Solar Power Plant is able to be operated, without any cost and expense. MEPE shall also assume the rights of the Lessee under this Agreement.

11. NOTICES

Any notice or communication, written in English, to be served to the other Party shall be made to the respective address as shown below by registration mail, which shall be deemed to have been received by the other Party on the date the mail reaches the other Party. If any Party changes its address, the Party that changes address shall notify the other Party within 30 (thirty) days after the date of the change.

Lessor

AVA Capital Trading Ltd.

Attention: Managing Director

Address: 123(A) Shwegondine Road, Bahan Township, Yangon,
The Republic of the Union of Myanmar.

Phone: +95(9) 4210 80221

Email: aung.thiha@ava-asia.com

Lessee

GEP (Myanmar) Co., Ltd.

Attention: Managing Director

Address: Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, the Republic of the Union of the Myanmar

Phone: +95(9) 4210 80221

Email: aung.thiha@geppower.net

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12. LANGUAGE

This Agreement is made in the English Language. The English language version of this Agreement shall prevail over any translation thereof.

13. ARBITRATION

13.1 The Parties shall use their best efforts to resolve or settle all disputes which may arise out of or in connection with this Agreement through good faith discussions and negotiations between the Parties which shall be conducted in the English language.

13.2 Any dispute not otherwise resolved amicably as per the foregoing, and arising out of or in connection with this Agreement, including any question regarding its validity, breach, or termination, shall be referred to and finally resolved by arbitration in Nay Pyi Taw, Myanmar, under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules (hereinafter referred to as **"UNCITRAL Arbitration Rules"**) for the time being in force, which UNCITRAL Arbitration Rules are deemed to be incorporated by reference in this Clause 13.2.

13.3 The arbitration tribunal shall consist of 3 (three) arbitrators. Each Party shall be entitled to appoint one arbitrator who shall then jointly appoint the third arbitrator. The language of the arbitration shall be English.

13.4 The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. The Parties are entitled to avail themselves of any treaties and laws for the time being in force allowing for the reciprocal enforcement of arbitration awards granted in any jurisdiction in which arbitration proceedings are taken hereunder, as though express reference is made in this Agreement to such treaties and laws.

14. FORCE MAJEURE

If either Party is temporarily rendered unable, wholly or in part, by an event of Force Majeure to perform its duties or accept performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after such occurrence, giving full particulars in writing of such event of Force Majeure. The duties of such Party as are affected during the continuance of the inability so caused, but for no longer period, shall as far as possible be removed with all reasonable dispatch. Neither Party shall be responsible for delay damage or loss caused by an event of Force Majeure.

The term "**Force Majeure**" as employed herein shall mean any act of God, restraint of a government, strikes, lockout, industrial disturbances, explosions, fires, floods, earthquakes, storms, lightning, any change of law and/or policy of the local authorities and/or government authorities, which in each case, causes a materially adverse effect upon the Lessee, and every and any other causes similar to the kind herein enumerated which are beyond the control of either Party and which by the exercise of due care and diligence either Party is unable to overcome.

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15. MODIFICATION OF THE AGREEMENT

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and such situation or condition warrants amendments to this Agreement, the Parties shall make the necessary amendments.

16. DELIVERY OF THE LAND

At the end of the Lease Term, the Lessee shall surrender and deliver the Land to the Lessor within 3 (three) months in good condition with ground damages having been refilled or repaired

17. PROTECTION OF THE ENVIRONMENT

The Lessee shall be responsible for the protection and preservation of the environment in and around the Land and shall be able to control the pollution of the air, water and land and not cause any environmental degradation. The Lessee shall also take necessary measures in order to carry out environmental protection in accordance with Myanmar laws, rules and regulations.

18. GOVERNING LAW

This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Republic of the Union of Myanmar.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Parties, have signed this Agreement.

For and on behalf of Lessor

____

U Aung Thiha
Managing Director
AVA Capital Trading Ltd.

Witnessed by

____

For and on behalf of Lessee

____

[*insert name of authorized director*]
Managing Director
GEP (Myanmar) Co., Ltd.

Witnessed by

____

Attachment 1

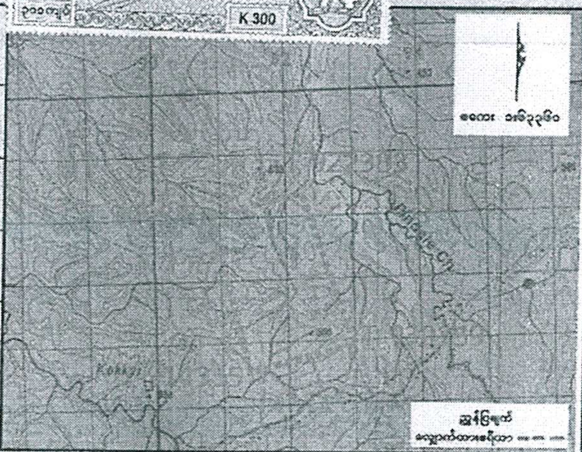
မြေစာရင်းပုံစံ – ၁၀၅

2012 - 0235397

မှန်ကန်ကြောင်း သက်သေခံ / သက်မသေခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

SIRD

၃၀၀ကျပ် K 300

တိုင်းဒေသကြီး/ ပြည်နယ် မကွေး	
ခရိုင် မင်းဘူး	
မြို့နယ်/ မြို့နယ်ခွဲ မင်းဘူး (စကု)	
ရပ်ကွက်/ ကျေးရွာအုပ်စု မင်းလှကျင်း	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ၂၇၃၊ ... ကွင်း	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် –	

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
–	–	အမိုး ၇	တောရှင်းမြေ	၈၃၆.၀၀	... ရက်စွဲပါ စာအမှတ် - ...

ရေးကူးပေးသည့်အကြောင်းအရာ	... (AVA Capital Trading Co.Ltd) ...

(အထက်ပါဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် – ဦးအောင်သီဟ (AVA Capital Trading Co.Ltd)

လျှောက်လွှာတင်သည့်နေ့စွဲ – ၆.၁၁.၂၀၁၃

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ – ၈.၁၁.၂၀၁၃

ယခုအထက်တွင် ဖြဲဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၃) ခုနှစ် အတွက် နောက်ဆက်တွဲတိုင်းတာခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲသိမ်း/မြေတိုင်းစာရေးလက်မှတ် –

နေ့စွဲ –

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် –

(မောင်ရိုလ်ပင်း) နေ့စွဲ –

ဦးစီးအရာရှိ

...ဦးစီးဌာန

မင်းဘူးမြို့

(ကျော်မိုးလွင်)

...ဦးစီးမှူး (...)

မြို့နယ်မြေစာရင်းဦးစီးဌာန

မင်းဘူးမြို့ ၊

နေ့စွဲ

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ်

Any

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 21

Form of Performance Security

Any

SCHEDULE 21
FORM OF PERFORMANCE SECURITY

MYANMA FOREIGN TRADE BANK
80/86 MAHABANDOOLA GARDEN STREET,
YANGON, MYANMAR

LETTER OF GUARANTEE

Our Ref: No. [•]
Dated: [•]

To – THE MANAGING DIRECTOR
MYANMA ELECTRIC POWER ENTERPRISE
NAY PYI TAW, THE REPUBLIC OF THE UNION OF MYANMAR

Dear Sir(s),

We would like to notify you that we have received an authenticated SWIFT message (MOR □) dated [•] from [*NAME OF BANK*].

The full text of the above swift message is attached herewith for your information. This message is passed on to you without any responsibility or engagement whatsoever on our part.

This guarantee must be returned to us for cancellation as soon it expires

Yours faithfully,
For and on behalf of MYANMA FOREIGN TRADE BANK

MANAGER
FINANCING & GUARANTEE DEPT

ASSISTANT MANAGER
GUARANTEE DEPT

Any

TELEX:XXX FAX:XXX SWIFTCODE XXX EMail: XXX

XXX

Instance Type and Transmission

Copy received from SWIFT
Priority : Normal
Message Output Reference : XXX
Correspondents Input Reference
: XXX

Message Header

Swift Output : FIN 760 Guarantee/ Stdby Letter
Credit
Sender : XXX
[*NAME OF BANK]*

Receiver : MFTBMMMYXXX
MYANMA FOREIGN TRADE BANK
YANGON MM

Message Text

27 : Sequence of Total
1/1
20 : Transaction Reference Number
XXX
23 : Further Identification
ISSUED
30 : Date
[•]
40C : Applicable Rules
NONE
77C : Details of Guarantee
ATTN: MYANMA FOREIGN TRADE BANK
CONTACT PERSON: XXX PHONE NUMBER XXX
SUBJ. OUR LETTER OF GUARANTEE NO. XXX
FOR AMT.OF USD 3,000,000- (Three Million US Dollars ONLY)
IN FAVOUR OF MYANMA ELECTRIC POWER ENTERPRISE
A/C. [*COMPANY*]

PLEASE ADVISE WITHOUT ENGAGEMENT ON YOUR PART OUR FOLLOWING
LETTER OF GUARANTEE NO . XXX FOR AMT. OF USD XXX (USD XXX ONLY)
TO " MYANMA ELECTRIC POWER ENTERPRISE " AS FOLLOWS :

QUOTE
PERFORMANCE BANK GUARANTEE
TO
THE MANAGING DIRECTOR
MYANMA ELECTRIC POWER ENTERPRISE

NAY PYI TAW, MYANMAR
REF. NO. . . . . .

XXX

DATED [•]
PERFORMANCE GUARANTEE NO. XXX

Amy

Whereas we understand that the Power Purchase Agreement (the "**PPA**") dated [•] has been entered into between the Myanma Electric Power Enterprise (hereinafter called "**MEPE**"), building no. 27, Nay Pyi Taw, Myanmar and GEP (Myanmar) Co., Ltd., Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, Myanmar (hereinafter called the "**Seller**") to develop, construct, finance, operate and maintain, and transfer a solar power plant with an estimated installed capacity of 220 MW_{DC} located in Sagu Township, Minbu District, Magway Region, Myanmar to provide electricity to MEPE, and we have agreed to advance to the Seller the sum of USD 3,000,000 (in words three million US dollars only) (hereinafter called the "**Performance Security**").

Now in consideration of any amount payable by the Seller to MEPE up to the sum of USD 3,000,000 (in words three million US dollars only) as the Performance Security, we [*bank*] hereby irrevocably and unconditionally guarantee the repayment of the said sum of USD 3,000,000 (in words three million US dollars only) on your written demand through Myanma Foreign Trade Bank, Yangon, Myanmar in the event of the Seller failing to fulfill the terms and conditions of the PPA.

Any claim hereunder shall be received in writing at this office accompanied by your written declaration that the Seller has failed to fulfill the terms and conditions of the PPA due to the occurrence of an Event of Default under Section 7.2.1, and stating any liquidated damages that may be payable by the Seller under Sections 4.3, 8.3 and/or 8.4, and any other amounts that may be payable by the Seller to MEPE from time to time.

Our liability under this guarantee shall not exceed the sum of USD 3,000,000 – (in words three million US dollars only) and shall be automatically reduced in proportion to the value of each withdrawal of funds.

Our guarantee shall remain valid until the Phase 4 Commercial Operation Date (as defined in the PPA). Upon the expiry date, this guarantee shall automatically become null and void.

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 22

Approved Financial Institutions

SCHEDULE 22
APPROVED FINANCIAL INSTITUTIONS

The approved financial institutions for the bank account shall be any of the following institutions:

1. Export-Import Bank of Thailand;
2. Oversea-Chinese Banking Corporation Limited Bank (Thailand branch);
3. Industrial and Commercial Bank of China (Thai) Public Company Limited;
4. United Overseas Bank (Thai) Public Company Limited;
5. Kasikorn Bank Public Company Limited;
6. Bangkok Bank Public Company Limited; or
7. KrungThai Bank Public Company Limited.

Within five (5) Business Days after the Phase 1 Financial Closing Date, the Seller shall provide MEPE with the details of the bank account.

မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

အစိုးရကခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းများအတွက်

လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ပြုသော ခွင့်ပြုမိန့်

လုပ်ငန်းစာတွဲအမှတ်----**၁/မလ/**-----၂၀၁၅-၂၀၁၆-----ခုနှစ်၊ မှတ်ပုံတင်စာရင်းစာအုပ်တွင် ၂၀ ----**၁၅**---- ၂၀----**၁၆**---- ခုနှစ် အမှတ်စဉ် -----**၅**----- အဖြစ် ရေးသွင်းပြီး။

အောက်ပါဇယားတွင်ဖော်ပြသော ဧက--**၇၀၀.၀၀**---ခန့်ရှိ မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းကို ကျောဘက်တွင် ဖော်ပြထားသည့် စည်းကမ်းချက်များနှင့်အညီ ----**ရန်ကုန်**----- တိုင်းဒေသကြီး/ ပြည်နယ်၊--**အနောက်ပိုင်း**--ခရိုင်၊--**ဗဟန်း**--မြို့နယ်၊--- (**၁၂၃/က**)၊ **ရွှေဂုံတိုင်လမ်း၊ အနောက်ရွှေဂုံတိုင်**--- ရပ်ကွက်/ ကျေးရွာနေ ဦး---**သီဟ**---၏ သား/သမီး ဦး/ဒေါ်/ အဖွဲ့အစည်း ----**အောင်သီဟ (AVA Capital Trading Ltd)**--အား--- **နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံ**---လုပ်ငန်း (၂၀၁၇ မှ ၂၀၄၇ ထိ) နှစ်ပေါင်း (**၃၀**) နှစ် လုပ်ပိုင်ခွင့်ပြုလိုက်သည်။

လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ပြုသည့် မြေလွတ်၊ မြေလပ်၊ မြေရိုင်းနှင့်စပ်လျဉ်းသည့် အချက်အလက်များ

------**မကွေး**----- တိုင်းဒေသကြီး/ပြည်နယ်၊ ------**မင်းဘူး**------ခရိုင်၊ -----**မင်းဘူး (စကု)**---- မြို့နယ်

ရပ်ကွက်/ ကျေးရွာအုပ်စု	ကွင်း		ဦးပိုင်/ မြေကွက် အမှတ်	ဧရိယာ		* နယ်နိမိတ်
	အမှတ်	အမည်		ဧက	ဒသမ	
၁	၂	၃	၄	၅	၆	၇
မင်းလှကျောင်း	၁၂၇၃	ခုတ်ကြီး	-	၇၀၀	၀၀	သက်သေခံမြေပုံ အတိုင်း
				၇၀၀	၀၀	

* သက်သေခံမြေပုံရှိလျှင် **"သက်သေခံမြေပုံအတိုင်း"** ဟု ရေးပါ။

စည်းကမ်းချက်များ

၁။ မည်သည့်လုပ်ငန်းအတွက် လုပ်ကိုင်အသုံးပြုရန် ခွင့်ပြုခြင်း။ ------------ နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်------ ---------------ဓာတ်အားပေးစက်ရုံ ------------------

၂။ လုပ်ကိုင်အသုံးပြုခွင့်ပြုသည့် မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းဧရိယာ အနက် တစ်နှစ်လျှင်အနည်းဆုံး လုပ်ကိုင်အသုံးပြုရန်သတ်မှတ်ခြင်း။

- ပထမနှစ် ------------၁၀၅.၀၀ ဧက-----------------
- ဒုတိယနှစ် -----------၂၁၀.၀၀ ဧက-----------------
- တတိယနှစ် -----------၂၁၀.၀၀ ဧက----------------
- စတုတ္ထနှစ် -----------၁၇၅.၀၀ ဧက-----------------

၃။ ခွင့်ပြုထားသည့်မြေကို သတ်မှတ်ထားသောလုပ်ငန်းမှအပ အခြားလုပ်ငန်းမလုပ်ကိုင်ရ။ အကယ်၍ ပြောင်းလဲလုပ်ကိုင်လိုလျှင် ကြိုတင်ခွင့်ပြုချက်ရယူရမည်။

၄။ သတ်မှတ်ထားသော အာမခံကြေးကို ပေးသွင်းရမည်။

၅။ မိမိလုပ်ကိုင်ခွင့် ရရှိသည့်မြေအတွက် သတ်မှတ်ထားသော မြေခွန်ကို သတ်မှတ်ကာလအတွင်း အပြေအကျေ ပေးဆောင်ရမည်။

၆။ ခွင့်ပြုထားသည့်မြေပေါ်တွင် လုပ်ကိုင်ရမည့်လုပ်ငန်းကို သတ်မှတ်ထားသောအချိန်အတွင်း ပြီးစီးအောင်လုပ်ကိုင်ရမည်။ အကယ်၍ သတ်မှတ်ထားသည့်ကာလအတွင်း မူလတင်ပြထားသော လုပ်ငန်းအစီအစဉ်အတိုင်းဆောင်ရွက်ခြင်း မရှိပါက တင်သွင်းထားသော အာမခံကြေးကို နိုင်ငံတော်ဘဏ္ဍာငွေအဖြစ် လိုအပ်သလို သိမ်းယူခြင်းခံရမည့်အပြင် လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ပေးထားသော မြေကို ပြန်လည်သိမ်းယူခြင်းခံရမည်။

၇။ ခွင့်ပြုထားသည့်မြေကို ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ခွင့်ပြုချက်မရရှိဘဲ ရောင်းချခြင်း၊ ပေါင်နှံခြင်း၊ ပေးကမ်းခြင်း၊ အငှားချထားခြင်း၊ အခြားနည်းဖြင့် လွှဲပြောင်းခြင်း သို့မဟုတ် ခွဲစိတ်ခြင်းမပြုရ။

၈။ ခွင့်ပြုထားသည့်လုပ်ငန်းအမျိုးအစားနှင့် ယင်းနှင့်ဆက်နွယ်လျက်ရှိသော စီးပွားရေးလုပ်ငန်းကိုသာ လုပ်ကိုင်ရမည်။

၉။ ခွင့်ပြုချက်ရယူထားသော လုပ်ငန်းမှအပ မြေပေါ်မြေအောက်ရှိ အခြားသယံဇာတပစ္စည်းများကို ထုတ်ယူခြင်းမပြုရ။

၁၀။ ခွင့်ပြုထားသောမြေအတွင်း သယံဇာတပစ္စည်းများနှင့် ရှေးဟောင်းယဉ်ကျေးမှု အမွေအနှစ်များ တွေ့ရှိ၍ ပြည်ထောင်စုအစိုးရအဖွဲ့က လိုအပ်လျှင် ခွင့်ပြုထားသောမြေအနက် လိုအပ်မည့် မြေဧရိယာကို ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ညွှန်ကြားချက်အတိုင်း ပြန်လည်အပ်နှံရမည်။

၁၁။ ခွင့်ပြုထားသောမြေအတွင်း နိုင်ငံတော်၏အကျိုးငှာ အခြေခံအဆောက်အဦ စီမံကိန်း သို့မဟုတ် အထူးစီမံကိန်းလုပ်ငန်းများ ဆောင်ရွက်ရန် လိုအပ်ခြင်းအတွက် ခွင့်ပြုထားသောမြေအနက် လိုအပ်မည့် မြေဧရိယာကို ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ညွှန်ကြားချက်အတိုင်း ပြန်လည်အပ်နှံရမည်။

၁၂။ လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ရရှိပြီးနောက် ဆက်လက်လုပ်ကိုင် အသုံးပြုနိုင်ခြင်းမရှိပါက ဗဟိုကော်မတီသို့ ပြန်လည်အပ်နှံရမည်။

၁၃။ မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများ စီမံခန့်ခွဲရေးဗဟိုကော်မတီ၏ (၁၉-၁-၂၀၁၇)ရက်နေ့ အစည်းအဝေးအမှတ်စဉ်(၄ /၂၀၁၇)ဆုံးဖြတ်ချက်အမှတ် ၂၀၄၄-----------အရ လက်မှတ်ရေးထိုး ထုတ်ပေးခြင်း ဖြစ်ပါသည်။

စာအမှတ်၊ ၁၉/မလရ-၁၆ (၈၁၀/၂၀၁၇)
ရက်စွဲ၊၂၀၁၇ ခုနှစ်၊ ဖေဖော်ဝါရီလ (၂၀)ရက်

ဥက္ကဋ္ဌ/အတွင်းရေးမှူး
မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

မြေစာရင်းပုံစံ – ၁၀၅

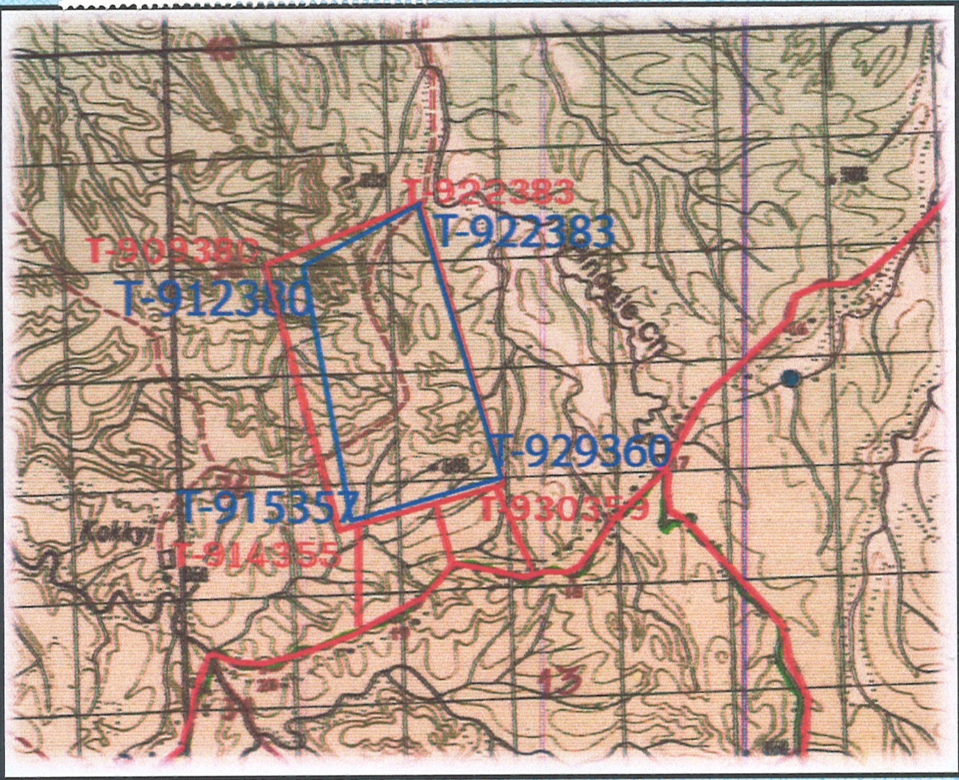
2016 - 0446742

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ရှုံးခွန်တံဆိပ်ခေါင်း

၃၀၀ကျပ် K 300

တိုင်းဒေသကြီး/ ပြည်နယ် မကွေး	
ခရိုင် မင်းဘူး	
မြို့နယ်/ မြို့နယ်ခွဲ မင်းဘူး (စကု)	
ရပ်ကွက်/ ကျေးရွာအုပ်စု မင်းလှကျွန်း	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ၁၇၄ - ခုတ်ကြီး	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် –	

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
–	–	နှစ်ရှည်	တောရိုင်းမြေ	(၅၀၀) ဧက	မူလလျှောက်ထား:
					ဧရိယာ (၅၂၆) ဧက
					မှန်လျှောက်ထား:
					ဧရိယာ (၅၀၀) ဧက

ရေးကူးပေးသည့်အကြောင်းအရာ	နေပြည်တော်ခြင်းဆိုင်ရာ စစ်ဆေးပြီး အထားထုတ်ပေးရန် မြေဧရိယာလျှောက်ထားရန်

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် – ဦးအောင်ဇော် ဟ (AVA Capital Trading Co Ltd)

လျှောက်လွှာတင်သည့်နေ့စွဲ – ၄.၃.၂၀၁၆

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ – ၉.၃.၂၀၁၆

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆) ခုနှစ် အတွက် နောက်ဆုံးပြင်ဆင်ထားခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အောင်ခိုင်ဦး
မြေ တိုင်း – ၄

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် – မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးမြို့

နေ့စွဲ – ၉.၃.၂၀၁၆

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးမြို့ စာအမှတ် ရုံးတံဆိပ်

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူး

လက်ထောက်ဦးစီးမှူးလက်မှတ် – မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးမြို့

နေ့စွဲ – ၉.၃.၂၀၁၆

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနမှူးလက်မှတ်

နေ့စွဲ

ဖြန့်ဝေခြင်း

- **ဦးအောင်သီဟ** (AVA Capital Trading Ltd)

  (၁၂၃/က)၊ ရွှေဂုံတိုင်လမ်း၊ အနောက်ရွှေဂုံတိုင်ရပ်ကွက်၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်မြို့

မိတ္တူကို

- ဥက္ကဋ္ဌ၊ မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့
- ညွှန်ကြားရေးမှူးချုပ်၊ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
- တိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊ မကွေးတိုင်းဒေသကြီး
- မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊ မင်းဘူး
- ရုံးလက်ခံ။

Contract No.______________________/LLA (Xxxxxxxx) 2015

LAND LEASE AGREEMENT

Between

AVA CAPITAL TRADING LTD.

As Lessor

And

GEP (MYANMAR) CO., LTD.

As Lessee

FOR

220 MW Solar Power Plant (Minbu)
In
The Republic of the Union of Myanmar

Venue: Yangon

Date: [•], 2016

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TABLE OF CONTENTS

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LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (hereinafter referred to as the **"Agreement"**) is entered into on this [•] day of [•], 2016 by between:

AVA Capital Trading Ltd., a company formed and existing under the laws of the Republic of the Union of the Myanmar having its office at 123(A) Shwegondine Road, Bahan Township, Yangon, the Republic of the Union of Myanmar (hereinafter referred to as "**AVA**" or the "**Lessor**") which shall include its successors and permitted assigns of the one part; and

GEP (Myanmar) Co., Ltd., a company formed and existing under the laws of the Republic of the Union of the Myanmar and having its registered office at Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, the Republic of the Union of the Myanmar (hereinafter referred to as "**GEP**" or the "**Lessee**") which shall include its successors and permitted assigns of the other part.

In this Agreement, the Lessor and the Lessee are hereinafter referred to individually as a **"Party"** and collectively as the **"Parties"**.

WHEREAS:

(A) The Lessor is the holder of the [leasehold grants ("**Grants**")] located in Minbu, the Republic of the Union of Myanmar, with the total area of [700] acres or [2,832,799.49] square meters (hereinafter referred to as the **"Land").** The details of the Grants and the Land, including any evidence thereof, are as described in the Attachment 1 and deemed as a part hereof;

(B) Green Earth Power (Thailand) Company Limited, the parent company of the Lessee, has entered into a Memorandum of Agreement with the Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar ("**DEP**") dated October 16th, 2014 (the "**MOA**") for the establishment of the Lessee so that the Lessee shall engage in the Build, Operate and Transfer of a solar power plant with an estimated annual supply of 350 million kWh and related facilities to be located in Sagu Township, Minbu District, Magway Region, the Republic of the Union of Myanmar (the "**Minbu Solar Power Plant**"). In addition, the Lessee will enter into the power purchase agreement with the Myanmar Electric Power Enterprise (the "**MEPE**") (the "**Power Purchase Agreement**") for the purchase of electricity generated by the Minbu Solar Power Plant. The Lessee is engaged in the business of the development, construction and operation of solar power plants in the Republic of the Union of Myanmar; and

(C) The Lessor wishes to lease the Land to the Lessee and the Lessee wishes to accept the lease the Land from the Lessor for the development, construction and operation of the Minbu Solar Power Plant pursuant to the MOA and the Power Purchase Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

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1. PURPOSE OF THE LEASE

1.1 The Lessor hereby leases the Land to the Lessee for the purposes of the Lessee engaging in the business of the development, construction and operation of the Minbu Solar Power Plant, together with all rights, interests, easements and rights of way and other appurtenances thereto, but specifically excluding all mines, mineral products, coal, petroleum and other natural resources as well as buried treasure and gems occurring in, under or within the Land, to the extent that and as long as all of such are vested in the Government of the Republic of the Union of Myanmar.

1.2. The Lessee hereby accepts the lease of the Land.

2. EFFECTIVENESS OF THIS AGREEMENT

This Agreement shall become effective upon execution by both Parties.

3. LEASE TERM

3.1 The term of the lease under this Agreement shall be a period of 30 (thirty) years, commencing from the date of the first commercial operation of the Minbu Solar Power Plant (the "**Commercial Operation Date**") as specified under the Power Purchase Agreement until the end of the Concession Period (as defined under the Power Purchase Agreement) (the "**Lease Term**").

The Lessor agrees that it shall extend the term of the lease for any additional periods, to be mutually agreed by the Parties, after the Lease Term (the "**Extended Term**"), subject to the terms and conditions of the Grant, the Power Purchase Agreement and any applicable laws.

3.2 The Parties shall amend the Lease Term under this Agreement so that the Lease Term is the same as term of the Power Purchase Agreement.

4. RENT AND PAYMENT

4.1 The total rental rate for the Land during the Lease Term and the Extended Term is USD 2,000,000 (two million) (the "**Rent**").

4.2 The Parties hereby agree that the Rent shall be divided into 4 (four) portions and shall be paid on the date of the commencement of construction of each of the four phases of the Minbu Solar Power Plant as per the details below:

Phase 1 (output capacity of 40 MW_{AC}): USD 500,000 (five hundred thousand);

Phase 2 (aggregated output capacity of 80 MW_{AC}): USD 500,000 (five hundred thousand);

Phase 3 (aggregated output capacity of 120 MW_{AC}): USD 500,000 (five hundred thousand); and

Any

Phase 4 (aggregated output capacity of 170 MW_{AC}): USD 500,000 (five hundred thousand).

5. LEASE REGISTRATION

5.1 As soon as practicable upon the execution of this Agreement, both Parties shall register the lease under this Agreement with the relevant government authority and carry out all formalities, procedures and other requirements under all applicable laws, which are required for the validity, enforceability or legality of this Agreement.

5.2 All taxes, duties and fees including but not limited to any and all expenses incurred in relation to the registration of the lease and any renewal thereof shall be borne by the Lessee.

6. THE LESSEE'S RIGHTS AND OBLIGATIONS

6.1 The Lessee shall have the right, without prior consent from the Lessor, to access the Land prior to the Commercial Operation Date for the purpose of conducting a survey, feasibility study, design and construction of the Minbu Solar Power Plant as well as to make changes to the landscape, to erect, construct or build the Minbu Solar Power Plant and related facilities or other structures, upon or under the Land, to dig, excavate or fill and plant or grow any tree or other plantation, upon or under the Land, and the Lessor shall unconditionally co-operate with the Lessee in applying for all necessary construction permits or other permits that may be required.

6.2 The Lessee shall only use the Land for the purposes specified under this Agreement and shall not use, nor permit the use of, the Land or any part thereof for any illegal or immoral purposes.

6.3 The Lessee shall not sublease the Land, whether partially or wholly, to any person nor assign or transfer the rights granted to the Lessee under this Agreement to any person unless otherwise agreed between the Lessor and the Lessee. The Parties further agree that the Lessee may designate an entity organized or to be organized in the Republic of the Union of Myanmar to be the operator of the Minbu Solar Power Plant and assign all its rights and obligations under this Agreement to such entity.

6.4 The Lessee shall observe and perform the terms and conditions of the [Grants] (including paying on behalf of the Lessor any rent, taxes and other payments under the Grants that arises on or after the Commercial Operation Date or which are otherwise agreed to be paid by the Lessee) and not do or omit to do anything which may render the Lessor to be in breach of its obligations under the terms and conditions of the Grants or any applicable laws.

6.5 The Lessee shall not do or omit to do anything which may result in (i) the termination, cancellation or withdrawal of any Grant, or (ii) the amendment or modification of the terms and conditions of any Grant, without the prior written consent of the Lessor (such consent not to be unreasonably withheld).

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6.6 The Lessee shall pay all land-revenue and any other taxes or other outgoings, fees, payments, charges or costs and expenses (if any) that may arise or be imposed in relation to the Grants or the Land (including for the avoidance of doubt, any buildings, structures and/or fixtures constructed thereon) or the lease, transfer, disposal, possession, occupation, use or enjoyment of the Land on or after the Commercial Operation Date or which is otherwise agreed to be paid by the Lessee.

6.7 The Lessee shall obtain all necessary approvals, permits and registrations for the conduct of all construction and improvement works that the Lessee may seek to carry out on the Land, and bear all costs and expenses relating to the obtaining of such approvals, permits and registrations and the conduct of any such construction and improvement works.

6.8 The Lessee shall pay the Rent as specified in Clause 4 above, subject to any withholding tax, if any.

6.9 The Lessee shall ensure that all activities and operations on the Land, and each and every part thereof, and the possession, occupation, use or enjoyment of the Land conform to the terms and conditions of the Grants and all applicable laws.

6.10 In the event that the Lessee fails to pay any payments required under Clauses 6.4 and 6.6, and the Lessor makes such payments for and/or on behalf of the Lessee, the Lessee agrees to reimburse the Lessor for all such payments in full.

7. THE LESSOR'S RIGHTS AND OBLIGATIONS

7.1 The Lessor shall allow the Lessee peaceful and quiet possession of the Land in accordance with the terms of this Agreement without any interruption or disturbance of whatsoever nature by the Lessor.

7.2 The Lessor shall observe and perform the terms and conditions of the Grants, and forthwith notify the Lessee of any breach by the Lessor or any other person of any such terms and conditions or of any circumstance that may result in any such breach, provided that the Lessor shall not have any liability for any breach which is attributable to any act or omission of the Lessee or any third party.

7.3 At the cost and expense of the Lessee, the Lessor shall make all required applications and execute all relevant documents that may reasonably be required to extend the term of the Grants (as applicable) so that the Lease Term under this Agreement is in line with the term of the Power Purchase Agreement.

7.4 The Lessor shall observe and perform the terms and conditions of the Grants and not do or omit to do anything which may render the Lessor to be in breach of the terms and conditions of any Grant or any applicable laws.

7.5 The Lessor shall not do or omit to do anything which may result in (i) the termination, cancellation or withdrawal of any [Grant], or (ii) the amendment or modification of the terms and conditions of any [Grant], without the prior written consent of the Lessee (such consent not to be unreasonably withheld).

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7.6 The Lessor shall assist and co-operate with the Lessee in submitting payment of all land-revenue and any other taxes or other outgoings, fees, payments, charges or costs and expenses (if any) that may arise or be imposed in relation to the [Grants] or the Land (including for the avoidance of doubt, in relation to any buildings, structures and/or fixtures constructed thereon) or the lease, transfer, disposal, possession, occupation, use or enjoyment of the Land.

7.7 The Lessor shall liaise with such local authorities as may be reasonably required by the Lessee and exercise its best effort to assist the Lessee for the purpose of obtaining the necessary approvals, permits and registrations for the implementation of any construction and improvement works that the Lessee may seek to carry out on the Land.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Lessor represents and warrants to the Lessee that:

(a) it is a legal entity duly incorporated, validly existing and in good standing under the laws of the Republic of the Union of Myanmar and has the right, power and authority and has obtained all relevant corporate consents to enter into and perform this Agreement;

(b) the entry into and performance of this Agreement will not give rise to a breach of any applicable laws or its memorandum and articles of association or any contract, to which it or its assets is bound;

(c) there are no actions, suits, proceeding or investigations, pending or, to the best of its knowledge, threatened, that will have a material adverse effect upon its ability to fulfill its obligations under this Agreement;

(d) it has sole legal and beneficial rights in respect of the Land free from all liens, charges, encumbrances, claims and rights of any third party or parties which might prejudice or impair the rights granted under this Agreement, and is able to lease the Land to the Lessee, subject to the terms and conditions of the Grants and any government approval, and for the purposes and duration contemplated in this Agreement; and

(e) the Land has access to a public road whether directly or through a private road, and the Lessee is entitled at all times to use such access and enjoy the use of the Land free of charge, and further that the access will be certified upon the registration of the lease under this Agreement.

8.2 The Lessee represents and warrants to the Lessor that:

(a) it is a legal entity duly incorporated, validly existing and in good standing under the laws of the Republic of the Union of Myanmar and has the right, power and authority and has obtained all relevant corporate consents to enter into and perform this Agreement;

Any

(b) the entry and performance of this Agreement will not give rise to a breach of any applicable laws or its memorandum and articles of association or any contract, to which it or its assets is bound;

(c) there are no actions, suits, proceeding or investigations, pending or, to the best of its knowledge, threatened, that will have a material adverse effect upon its ability to fulfill its obligations under this Agreement; and

(d) it will use the Land for the purposes specified in this Agreement and shall not use the Land for any illegal purpose.

9. MINERAL RESOURSES AND TREASURE

All mineral resources, treasure, gems and other natural resources discovered unexpectedly from in or under the Land during the term of this Agreement, shall be the property of the Government of the Republic of the Union of Myanmar which shall have the liberty to excavate the aforesaid at any time.

10. TERMINATION, POST TERMINATION AND DEFAULT

10.1 This Agreement shall be automatically terminated upon the occurrence of either of the following events: (a) the expiration of the Lease Term; or (b) the termination of the Power Purchase Agreement, provided that the step- in rights specified under the Power Purchase Agreement or the Financing Documents (as defined under the Power Purchase Agreement) are not exercised.

In the event that the step-in right is exercised, the Lessee shall, as soon as practicable, inform the Lessor of such action. The Parties agree that the entity to assume operational responsibility for the Minbu Solar Power Plant as specified under the Power Purchase Agreement or the Financing Documents, as the case may be, shall, from the date that the step-in right is exercised, assume the rights and obligations of the Lessee under this Agreement.

10.2 If any of the Parties fail to observe or perform the terms and conditions of this Agreement in any material respect and fail to remedy such default within 90 (ninety) days from the date that a written notice is given by the other Party requiring the said default to be remedied, the other Party shall be entitled to claim damages and/or specific performance of this Agreement from and/or against the defaulting Party including but not limited to all liability and losses suffered or incurred by the other Party arising from or attributable to the default.

10.3 The lease and the possession, use or utilization of a certain portion of the Land may also be terminated by the Lessee giving to the Lessor 30 (thirty) days' prior written notice of its intention to terminate in the event of (1) any severe damage to that portion of Land; or (2) a Force Majeure condition that continues for 90 (ninety) days and which renders operations impracticable on that particular portion of the Land. For the avoidance of doubt, the Lessee may elect instead to repair or restore the damaged Land at its own cost

and expense so as to continue its operations, provided that any repair shall be carried out in accordance with the terms and conditions of the relevant Grant and all applicable laws.

10.4 Upon termination of this Agreement, the Lessee shall be entitled to remove and relocate the Minbu Solar Power Plant including all the alterations, additions, structures, fixtures, fittings, installations, equipment, machinery, furniture and furnishings which are constructed or installed by the Lessee on the Land.

10.5 Upon the transfer of the Minbu Solar Power Plant and other facilities related thereto under the Power Purchase Agreement from the Lessee to MEPE, the Lessor agrees that MEPE shall be entitled to use and possess the Land and all rights, interests, easements and rights of way and other appurtenances thereto throughout the term that the Minbu Solar Power Plant is able to be operated, without any cost and expense. MEPE shall also assume the rights of the Lessee under this Agreement.

11. NOTICES

Any notice or communication, written in English, to be served to the other Party shall be made to the respective address as shown below by registration mail, which shall be deemed to have been received by the other Party on the date the mail reaches the other Party. If any Party changes its address, the Party that changes address shall notify the other Party within 30 (thirty) days after the date of the change.

Lessor

AVA Capital Trading Ltd.

Attention: Managing Director

Address: 123(A) Shwegondine Road, Bahan Township, Yangon,
The Republic of the Union of Myanmar.

Phone: +95(9) 4210 80221

Email: aung.thiha@ava-asia.com

Lessee

GEP (Myanmar) Co., Ltd.

Attention: Managing Director

Address: Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, the Republic of the Union of the Myanmar

Phone: +95(9) 4210 80221

Email: aung.thiha@geppower.net

Any

12. LANGUAGE

This Agreement is made in the English Language. The English language version of this Agreement shall prevail over any translation thereof.

13. ARBITRATION

13.1 The Parties shall use their best efforts to resolve or settle all disputes which may arise out of or in connection with this Agreement through good faith discussions and negotiations between the Parties which shall be conducted in the English language.

13.2 Any dispute not otherwise resolved amicably as per the foregoing, and arising out of or in connection with this Agreement, including any question regarding its validity, breach, or termination, shall be referred to and finally resolved by arbitration in Nay Pyi Taw, Myanmar, under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules (hereinafter referred to as **"UNCITRAL Arbitration Rules"**) for the time being in force, which UNCITRAL Arbitration Rules are deemed to be incorporated by reference in this Clause 13.2.

13.3 The arbitration tribunal shall consist of 3 (three) arbitrators. Each Party shall be entitled to appoint one arbitrator who shall then jointly appoint the third arbitrator. The language of the arbitration shall be English.

13.4 The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. The Parties are entitled to avail themselves of any treaties and laws for the time being in force allowing for the reciprocal enforcement of arbitration awards granted in any jurisdiction in which arbitration proceedings are taken hereunder, as though express reference is made in this Agreement to such treaties and laws.

14. FORCE MAJEURE

If either Party is temporarily rendered unable, wholly or in part, by an event of Force Majeure to perform its duties or accept performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after such occurrence, giving full particulars in writing of such event of Force Majeure. The duties of such Party as are affected during the continuance of the inability so caused, but for no longer period, shall as far as possible be removed with all reasonable dispatch. Neither Party shall be responsible for delay damage or loss caused by an event of Force Majeure.

The term "**Force Majeure**" as employed herein shall mean any act of God, restraint of a government, strikes, lockout, industrial disturbances, explosions, fires, floods, earthquakes, storms, lightning, any change of law and/or policy of the local authorities and/or government authorities, which in each case, causes a materially adverse effect upon the Lessee, and every and any other causes similar to the kind herein enumerated which are beyond the control of either Party and which by the exercise of due care and diligence either Party is unable to overcome.

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15. MODIFICATION OF THE AGREEMENT

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and such situation or condition warrants amendments to this Agreement, the Parties shall make the necessary amendments.

16. DELIVERY OF THE LAND

At the end of the Lease Term, the Lessee shall surrender and deliver the Land to the Lessor within 3 (three) months in good condition with ground damages having been refilled or repaired

17. PROTECTION OF THE ENVIRONMENT

The Lessee shall be responsible for the protection and preservation of the environment in and around the Land and shall be able to control the pollution of the air, water and land and not cause any environmental degradation. The Lessee shall also take necessary measures in order to carry out environmental protection in accordance with Myanmar laws, rules and regulations.

18. GOVERNING LAW

This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Republic of the Union of Myanmar.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Parties, have signed this Agreement.

For and on behalf of Lessor

____

U Aung Thiha
Managing Director
AVA Capital Trading Ltd.

Witnessed by

____

For and on behalf of Lessee

____

[*insert name of authorized director*]
Managing Director
GEP (Myanmar) Co., Ltd.

Witnessed by

____

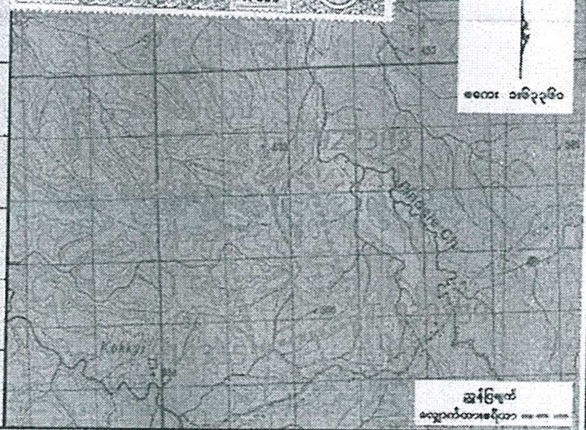
Attachment 1

မြေစာရင်းပုံစံ – ၁၀၅ 2012 - 0235397

မှန်ကန်ကြောင်း သက်သေခံ / သက်မသေခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

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တိုင်းဒေသကြီး/ ပြည်နယ် [illegible]	
ခရိုင် [illegible]	
မြို့နယ်/ မြို့နယ်ခွဲ [illegible]	
ရပ်ကွက်/ ကျေးရွာအုပ်စု [illegible]	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် [illegible]	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် –	

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လျှောက်ထားသူအမည် – [illegible] (AVA Capital Trading Co.Ltd)

လျှောက်လွှာတင်သည့်နေ့စွဲ – [illegible]

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ – [illegible]

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော ([illegible]) ခုနှစ် အတွက် နောက်ဆက်တွဲတိုင်းတာခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲသိမ်း/မြေတိုင်းစာရေးလက်မှတ် –

နေ့စွဲ –

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် –

နေ့စွဲ –

ဦးစီးအရာရှိ

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ်

နေ့စွဲ

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 21

Form of Performance Security

SCHEDULE 21
FORM OF PERFORMANCE SECURITY

MYANMA FOREIGN TRADE BANK
80/86 MAHABANDOOLA GARDEN STREET,
YANGON, MYANMAR

LETTER OF GUARANTEE

Our Ref: No. [•]
Dated: [•]

To – THE MANAGING DIRECTOR
MYANMA ELECTRIC POWER ENTERPRISE
NAY PYI TAW, THE REPUBLIC OF THE UNION OF MYANMAR

Dear Sir(s),

We would like to notify you that we have received an authenticated SWIFT message (MOR □) dated [•] from [*NAME OF BANK*].

The full text of the above swift message is attached herewith for your information. This message is passed on to you without any responsibility or engagement whatsoever on our part.

This guarantee must be returned to us for cancellation as soon it expires

Yours faithfully,
For and on behalf of MYANMA FOREIGN TRADE BANK

MANAGER
FINANCING & GUARANTEE DEPT

ASSISTANT MANAGER
GUARANTEE DEPT

Ary

TELEX:XXX FAX:XXX SWIFTCODE XXX EMail: XXX

XXX

Instance Type and Transmission

Copy received from SWIFT
Priority : Normal
Message Output Reference : XXX
Correspondents Input Reference
: XXX

Message Header

Swift Output : FIN 760 Guarantee/ Stdby Letter
Credit
Sender : XXX
[NAME OF BANK]

Receiver : MFTBMMMYXXX
MYANMA FOREIGN TRADE BANK
YANGON MM

Message Text

27 : Sequence of Total
1/1
20 : Transaction Reference Number
XXX
23 : Further Identification
ISSUED
30 : Date
[•]
40C : Applicable Rules
NONE
77C : Details of Guarantee
ATTN: MYANMA FOREIGN TRADE BANK
CONTACT PERSON: XXX PHONE NUMBER XXX
SUBJ. OUR LETTER OF GUARANTEE NO. XXX
FOR AMT.OF USD 3,000,000- (Three Million US Dollars ONLY)
IN FAVOUR OF MYANMA ELECTRIC POWER ENTERPRISE
A/C. [*COMPANY*]

PLEASE ADVISE WITHOUT ENGAGEMENT ON YOUR PART OUR FOLLOWING
LETTER OF GUARANTEE NO . XXX FOR AMT. OF USD XXX (USD XXX ONLY)
TO " MYANMA ELECTRIC POWER ENTERPRISE " AS FOLLOWS :

QUOTE
PERFORMANCE BANK GUARANTEE
TO
THE MANAGING DIRECTOR
MYANMA ELECTRIC POWER ENTERPRISE

NAY PYI TAW, MYANMAR
REF. NO. . . . . .

XXX

DATED [•]
PERFORMANCE GUARANTEE NO. XXX

Any

Whereas we understand that the Power Purchase Agreement (the "**PPA**") dated [•] has been entered into between the Myanma Electric Power Enterprise (hereinafter called "**MEPE**"), building no. 27, Nay Pyi Taw, Myanmar and GEP (Myanmar) Co., Ltd., Suite 213, 2nd Floor, Pearl Condo, Kabar Aye Pagoda Road, Bahan Township, Yangon, Myanmar (hereinafter called the "**Seller**") to develop, construct, finance, operate and maintain, and transfer a solar power plant with an estimated installed capacity of 220 MW_{DC} located in Sagu Township, Minbu District, Magway Region, Myanmar to provide electricity to MEPE, and we have agreed to advance to the Seller the sum of USD 3,000,000 (in words three million US dollars only) (hereinafter called the "**Performance Security**").

Now in consideration of any amount payable by the Seller to MEPE up to the sum of USD 3,000,000 (in words three million US dollars only) as the Performance Security, we [*bank*] hereby irrevocably and unconditionally guarantee the repayment of the said sum of USD 3,000,000 (in words three million US dollars only) on your written demand through Myanma Foreign Trade Bank, Yangon, Myanmar in the event of the Seller failing to fulfill the terms and conditions of the PPA.

Any claim hereunder shall be received in writing at this office accompanied by your written declaration that the Seller has failed to fulfill the terms and conditions of the PPA due to the occurrence of an Event of Default under Section 7.2.1, and stating any liquidated damages that may be payable by the Seller under Sections 4.3, 8.3 and/or 8.4, and any other amounts that may be payable by the Seller to MEPE from time to time.

Our liability under this guarantee shall not exceed the sum of USD 3,000,000 – (in words three million US dollars only) and shall be automatically reduced in proportion to the value of each withdrawal of funds.

Our guarantee shall remain valid until the Phase 4 Commercial Operation Date (as defined in the PPA). Upon the expiry date, this guarantee shall automatically become null and void.

SCHEDULES to PPA

Between

Myanmar Electric Power Enterprise (MEPE)

And

GEP (Myanmar) Co., Ltd. (The Seller)

SCHEDULE 22

Approved Financial Institutions

SCHEDULE 22
APPROVED FINANCIAL INSTITUTIONS

The approved financial institutions for the bank account shall be any of the following institutions:

1. Export-Import Bank of Thailand;
2. Oversea-Chinese Banking Corporation Limited Bank (Thailand branch);
3. Industrial and Commercial Bank of China (Thai) Public Company Limited;
4. United Overseas Bank (Thai) Public Company Limited;
5. Kasikorn Bank Public Company Limited;
6. Bangkok Bank Public Company Limited; or
7. KrungThai Bank Public Company Limited.

Within five (5) Business Days after the Phase 1 Financial Closing Date, the Seller shall provide MEPE with the details of the bank account.

Any

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
မကွေးမြို့

စာအမှတ်၊ ၅ / ၄၃ - ၂၀၆ (၁) / ဦး ၆
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ ဇူလိုင်လ ၈ ရက်

သို့

အတွင်းရေးမှူး
တိုင်းဒေသကြီးမြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့
(တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန)
မကွေးမြို့

အကြောင်းအရာ။ မြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်/အသုံးပြုခွင့် လျှောက်ထားခြင်းကိစ္စ

ရည် ညွှန်း ချက်။ ယင်း၏ (၂၄.၆.၂၀၁၆)ရက်စွဲပါစာအမှတ်၊ ၂၂၃၇ / မအ - ၈

၁။ မကွေးတိုင်းဒေသကြီးအတွင်း မြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ရရှိရေး ဦးကိုကိုကြီးမှ ဆိပ်ဖြူမြို့၊ အလယ်ပိုင်းရပ်၊ ကွင်းအမှတ် (၁၁၁၃/ခ)ရှိ ဧရိယာ (၁၀)ဧကတွင် (ဓနီး၊ သနပ်ခါး) စိုက်ပျိုးရန်၊ ဦးမိုးကျော်သူမှ ဆိပ်ဖြူမြို့၊ အလယ်ပိုင်းရပ်၊ ကွင်းအမှတ် (၁၁၁၃/ခ)ရှိ ဧရိယာ (၁၀)ဧကတွင် (ဓနီး၊ သနပ်ခါး)စိုက်ပျိုးရန်၊ ဦးအောင်သီဟမှ မင်းဘူးမြို့နယ်၊ မင်းလှကျင်း ကျေးရွာအုပ်စု၊ ကွင်းအမှတ် (၁၂၇၃)ရှိ ဧရိယာ(၇၀၀)ဧကတွင် နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံ တည်ဆောက်ရန် တင်ပြလာမှုအပေါ် မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများ စီမံခန့်ခွဲရေး ဥပဒေ၊ နည်းဥပဒေ၊ ညွှန်ကြားချက်များနှင့်အညီ ပြည့်စုံစွာအမှုတွဲ စိစစ်ဆောင်ရွက်ပြီး (၂၄.၆.၂၀၁၆)ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မကွေးတိုင်းဒေသကြီး မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၃/၂၀၁၆)အရ သဘောထား မှတ်ချက်ပြုပြီးဖြစ်သဖြင့် တိုင်းဒေသကြီးအစိုးရအဖွဲ့ လုပ်ငန်းညှိနှိုင်းအစည်းအဝေးသို့ တင်ပြဆောင်ရွက်နိုင်ပါရန် ရည်ညွှန်းပါစာဖြင့် တင်ပြထားရှိပါသည်။

၂။ အဆိုပါ မြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ရရှိရေး လျှောက်ထားလာမှုအပေါ် (၆.၇.၂၀၁၆) ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေး မှတ်တမ်းအမှတ်စဉ်၊ (၂၄/၂၀၁၆)တွင် ဆွေးနွေးရာ ဆုံးဖြတ်ချက်အပိုဒ်၊ (၆)အရ ခွင့်ပြုကြောင်း အကြောင်းကြားပါသည်။

ဝန်ကြီးချုပ် (ကိုယ်စား)
(ကျော်မြင့်၊ အတွင်းရေးမှူး)

မိတ္တူကို

စိုက်ပျိုးမွေးမြူရေးနှင့်ဆည်မြောင်းဝန်ကြီး
လုံးလည်စာတွဲ/ရုံးလက်ခံ

တိုင်းဒေသကြီးမြေလွတ် ၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့
မ ကွေး တိုင်း ဒေ သ ကြီး ၊ မ ကွေး မြို့
စာအမှတ် ၊ ၂၆၀၀ / မ အ - ၄
ရက် စွဲ ၊ ၂၀၁၆ခုနှစ် ၊ ဇူလိုင် လ (၂၂) ရက်

သို့

ဥက္ကဋ္ဌ
မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ
နေပြည်တော်

အကြောင်းအရာ ။ ။ မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများလုပ်ပိုင်ခွင့်/အသုံးပြုခွင့်လျှောက်ထားသည့်လုပ်ငန်းစာတွဲပေးပို့ခြင်း

၁။ မကွေးတိုင်းဒေသကြီး၊မင်းဘူးခရိုင်၊မင်းဘူးမြို့နယ်၊မင်းလှကျင်း ကျေးရွာအုပ်စုအတွင်းရှိ မြေလွတ်၊မြေရိုင်းဧရိယာ(၇၀၀)ဧကအား ဦးအောင်သီဟ၊အုပ်ချုပ်မှုဒါရိုက်တာ AVACapital Trading Ltd; မှနေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံ မြေနေရာအသုံးပြုရန် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများလုပ်ပိုင်ခွင့်/အသုံးပြုခွင့် လျှောက်ထား မှုနှင့်ပတ်သက်၍ (၁၄. ၆. ၂၀၁၆) ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မကွေးတိုင်း ဒေသကြီး မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်း အဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၃/၂၀၁၆) ဆုံးဖြတ်ချက်အပိုဒ် (၃)အရ ကန့်ကွက်ရန်မရှိကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ ဦးအောင်သီဟ၊ အုပ်ချုပ်မှုဒါရိုက်တာ AVACapital Trading Ltd; မှ မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများ လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့် လျှောက်ထားသည့် လုပ်ငန်းစာတွဲအား လိုအပ်သလိုဆောင်ရွက်နိုင်ပါရန် ပူးတွဲပေးပို့အစီရင်ခံတင်ပြအပ်ပါသည်။

ပူးတွဲပါ။ ။လုပ်ငန်းစာတွဲ(၁) တွဲ

22/7/2016
ဥက္ကဋ္ဌ (ကိုယ်စား)
(တင်နိုင်ထွန်း ၊အတွင်းရေးမှူး)
တိုင်းဒေသကြီးမြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့
မကွေးတိုင်းဒေသကြီး၊မကွေးမြို့

မိတ္တူကို-

- ရုံးလက်ခံ

D:/MTZK (2014)

အစဉ်မှတ်တမ်း

အစဉ်မှတ်တမ်း

နေ့စွဲ	ဆောင်ရွက်သည့်မှုခင်းနှင့်အမိန့်များကို မှတ်သားရန်	အမှုရွှေ့ဆိုင်းသည့်နေ့
၇.၆.၂၀၁၅	A V A ကုမ္ပဏီ ၏ ပုံစံ(၄) လျှောက်လွှာ ဖြင့် လျှောက်ထားသည့် လျှောက်လွှာအား လက်ခံရရှိပါသည် ။ မြို့နယ်ဦးစီးဌာနမှူး လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးမြို့ ။	
၁၇.၆.၂၀၁၅	ကန့်ကွက်လွှာထုတ်ဆင့် ကြော်ငြာသည် ။ မြို့နယ်ဦးစီးဌာနမှူး လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးမြို့ ။	
၁၆.၃.၂၀၁၆	ခရိုင်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာနသို့ လုပ်ငန်းစာတွဲအား တင်ပြပါသည် ။ မြို့နယ်ဦးစီးဌာနမှူး လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးမြို့ ။ ခရိုင်ဦးစီးဌာနမှူး လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးခရိုင် ၊ မင်းဘူးမြို့	
၁၇.၃.၂၀၁၆	လုပ်ငန်းစာတွဲအားလက်ခံရရှိပါသည် ။ ခရိုင်ဦးစီးဌာနမှူး လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးခရိုင်မင်းဘူးမြို့ ။	
၂၄.၃.၂၀၁၆	လုပ်ငန်းစာတွဲအား တိုင်းဒေသကြီးလယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာနသို့ ပေးပို့ပါသည် ။ ခရိုင်ဦးစီးဌာနမှူး လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မင်းဘူးခရိုင်မင်းဘူးမြို့ ။ တိုင်းဒေသကြီးဦးစီးဌာနမှူး လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန မကွေးတိုင်းဒေသကြီး ၊ မကွေးမြို့	

အစည်းမှတ်တမ်း

နေ့စွဲ	ဆောင်ရွက်သည့်မှုခင်းနှင့် အမိန့်များကို မှတ်သားရန်	အမှု ရွှေ့ဆိုင်းသည့်နေ့
၂၅. ၃. ၂၀၁၆	လုပ်ငန်းစာတွဲအားလက်ခံရရှိပါသည်။ ဥက္ကဋ္ဌ(ကိုယ်စား) အတွင်းရေးမှူး မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့ မကွေးတိုင်းဒေသကြီး	
၁၄. ၆. ၂၀၁၆	မကွေးတိုင်းဒေသကြီးမြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့အစည်းအဝေးသို့ တင်ပြပါသည်။ ဥက္ကဋ္ဌ(ကိုယ်စား) အတွင်းရေးမှူး မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့ မကွေးတိုင်းဒေသကြီး	
၂၂. ၇. ၂၀၁၆	မကွေးတိုင်းဒေသကြီး မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့၏(၁၄. ၆. ၂၀၁၆)ရက်နေ့ အစည်းအဝေးအမှတ်စဉ် (၃/၂၀၁၆)အရ ကန့်ကွက်ရန်မရှိကြောင်း ဆုံးဖြတ်ခဲ့သဖြင့် လုပ်ငန်းစာတွဲအားလိုအပ်သလို ဆောင်ရွက်နိုင်ပါရန်ဆက်လက်တင်ပြအပ် ပါသည်။ ဥက္ကဋ္ဌ(ကိုယ်စား) အတွင်းရေးမှူး မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့ မကွေးတိုင်းဒေသကြီး ဥက္ကဋ္ဌ မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ နေပြည်တော်	

Mv.ar(v)

240009

ပုံစံ - ၄

အစိုးရက ခွင့်ပြုသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းများအတွက်

လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်လျှောက်လွှာ

သို့

မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

နေပြည်တော်။

ရက်စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဧပြီ လ ၁၇ ရက်

၁။ လျှောက်ထားသူအမည်/အဖွဲ့အစည်း ဦးအောင်သီဟ၊ AVA Capital Trading Ltd.

၂။ နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကတ်အမှတ် ၁၂/ဗဟန(နိုင်)၀၇၉၉၂၂၆

၃။ အဘအမည် ဦးသီဟ

၄။ အလုပ်အကိုင် အုပ်ချုပ်မှုဒါရိုက်တာ (AVA Capital Trading Ltd.)

၅။ အမြဲနေထိုင်သည့်နေရပ်လိပ်စာ ၁၂၃/က၊ [illegible] ဗဟန်းမြို့နယ်၊ ရန်ကုန်တိုင်း။

၆။ လျှောက်ထားသည့်မြေလွတ်၊မြေလပ်၊မြေရိုင်းနှင့် စပ်လျဉ်းသည့် အချက်အလက်များ

မကွေးတိုင်း တိုင်းဒေသကြီး/ပြည်နယ်၊ မင်းဘူး ခရိုင်

မြို့နယ်	ရပ်ကွက်/ ကျေးရွာအုပ်စု	ကွင်း		ဦးပိုင်/ မြေကွက် အမှတ်	မြေ အမျိုး အစား	ဧရိယာ (ဧက)	မှတ်ချက်
		အမှတ်	အမည်				
၁	၂	၃	၄	၅	၆	၇	၈
မင်းဘူး (စကု)	[illegible]	၁၂၇၃	ချောင်ကြီး ကွင်း	-	တောရိုင်း မြေ	၈၃၆.၀၀	

အထက်ဖော်ပြပါမြေအတွက် သက်ဆိုင်ရာမြေစာရင်းဦးစီးဌာနမှ မှန်ကန်ကြောင်း သက်သေခံ လက်မှတ်ရေးထိုးထားသည့်မြေပုံ (၂)ပုံ ပူးတွဲတင်ပြပါသည်။

မှတ်ချက်။ မြေစာရင်းဦးစီးဌာန၏ ကွင်းမြေပုံတွင် ဦးပိုင်အမှတ် မပေးရသေးသောမြေဖြစ်ပါက ပုံကြမ်း (၂) ပုံသာ ပူးတွဲတင်ပြရမည်။

၇။ လုပ်ကိုင်လိုသည့် လုပ်ငန်း [illegible]

၈။ လျှောက်ထားသူသည် မြန်မာနိုင်ငံသား/ နိုင်ငံခြားသား / မြန်မာနိုင်ငံသားများသာပါဝင်သော အဖွဲ့အစည်း/ နိုင်ငံခြားသားပါဝင်သောအဖွဲ့အစည်း ဖြစ်ပါသည်။

၉။ မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများ စီမံခန့်ခွဲရေး ဥပဒေ၊ နည်းဥပဒေများပါ စည်းကမ်းချက်များနှင့် ဗဟိုကော်မတီမှ သတ်မှတ်သည့် စည်းကမ်းများကို လိုက်နာပါမည်။

၁၀။ သတ်မှတ်ထားသော အာမခံကြေးငွေကို ပေးသွင်းပါမည်။

၁၁။ ကောက်ခံမည့် မြေခွန်များကို သတ်မှတ်ကာလအတွင်း ပေးသွင်းပါမည်။

၁၂။ တည်ဆဲဥပဒေနှင့်အညီ ဖွဲ့စည်းတည်ထောင်ထားသော အဖွဲ့အစည်း ဖြစ်ပါသည်။ အဖွဲ့အစည်း တည်နေရာ၊ မှတ်ပုံတင်အမှတ်၊ မှတ်ပုံတင်သည့်နေ့စွဲနှင့် အသင်းသားဦးရေစာရင်းတို့ကို ပူးတွဲတင်ပြပါသည်။

၁၃။ လျှောက်ထားသော လုပ်ငန်းအတွက် လုံလောက်သောမတည်ရင်းနှီးငွေ ရှိကြောင်း ခိုင်လုံသော အထောက်အထားပူးတွဲတင်ပြပါသည်။

၁၄။ အကောင်အထည်ဖော်မည့် လုပ်ငန်းစီမံချက်ကို ပူးတွဲတင်ပြပါသည်။

လျှောက်ထားသူလက်မှတ်

[illegible]

လျှောက်လွှာလက်ခံရရှိသူလက်မှတ်၊-----------------------------

လက်ခံသူအမည်/ရာထူး၊--

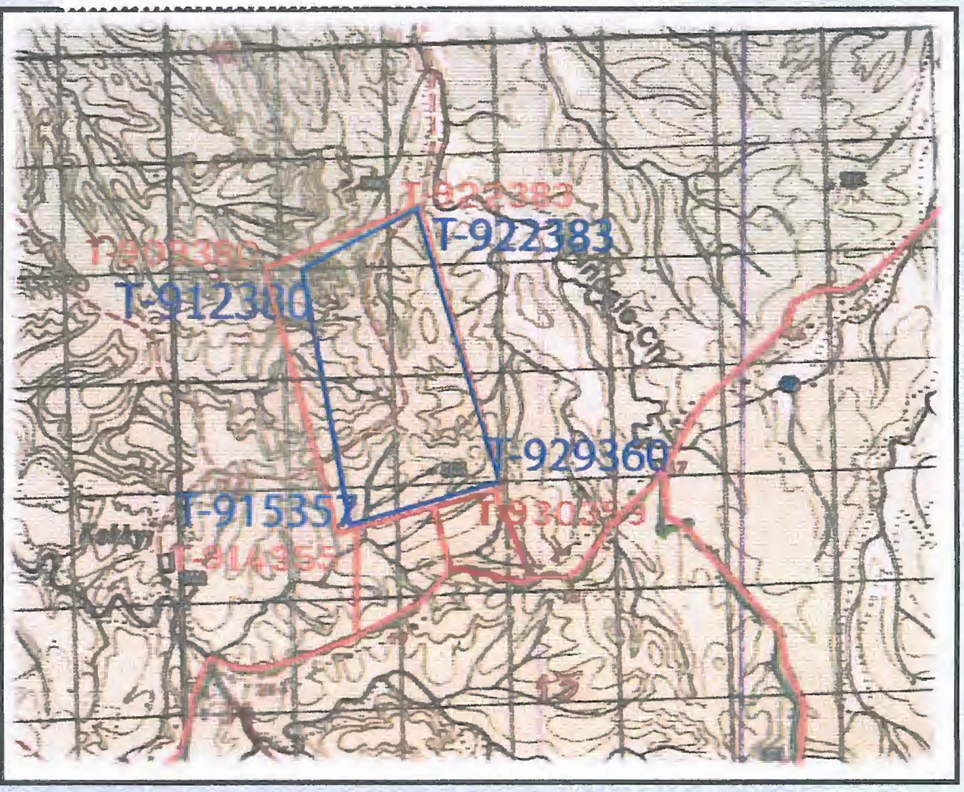
လက်ခံရရှိသည့်နေ့စွဲ/နေရာ၊-------------------------------------

မြေစာရင်းပုံစံ – ၁၀၅

2016 - 0446742

မှန်ကန်ကြောင်း $\frac{\text{သက်သေခံ}}{\text{သက်သေမခံ}}$ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ

ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်
ရုံးခွန်တံဆိပ်ခေါင်း
၃၀၀ ကျပ် K 300

တိုင်းဒေသကြီး/ ပြည်နယ် မကွေး	
ခရိုင် မင်းဘူး	
မြို့နယ်/ မြို့နယ်ခွဲ မင်းဘူး (စကု)	
ရပ်ကွက်/ ကျေးရွာအုပ်စု မင်း. [illegible]	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ၁၂၇၃ - ခုတ်ကြီး	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် –	

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ ~~အငှားဂရန်ရှင်~~ အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
–	–	[illegible]	တောင်ကုန်းမြေ	(၇၀၀) ဧက	မူလလျှောက်ထား
					ဧရိယာ (၁၃၆) ဧက
					မဒ္ဒလျှောက်ထား
					ဧရိယာ (၇၀၀) ဧက

ရေးကူးပေးသည့်အကြောင်းအရာ	[illegible] မြေ ဧရိယာ လျှောက်ထားရန်

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် – ဦး [illegible] (AVA Capital Trading Co Ltd)

လျှောက်လွှာတင်သည့်နေ့စွဲ – ၄.၃.၂၀၁၆

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ – ၉.၃.၂၀၁၆

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆) ခုနှစ် အတွက် နောက်ဆုံးပြင်ဆင်ထားခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

(အောင်နိုင်ဦး)
မြေတိုင်း – ၄

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် –
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
မင်းဘူးမြို့။

နေ့စွဲ – ၉.၃.၂၀၁၆

ရုံးတံဆိပ်
မင်းဘူးမြို့

တိုက်ရိုက်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် –
လက်ထောက်ဦးစီးမှူး
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
မင်းဘူးမြို့။

နေ့စွဲ – ၉.၃.၂၀၁၆

စိစစ်အတည်ပြုပါသည်။

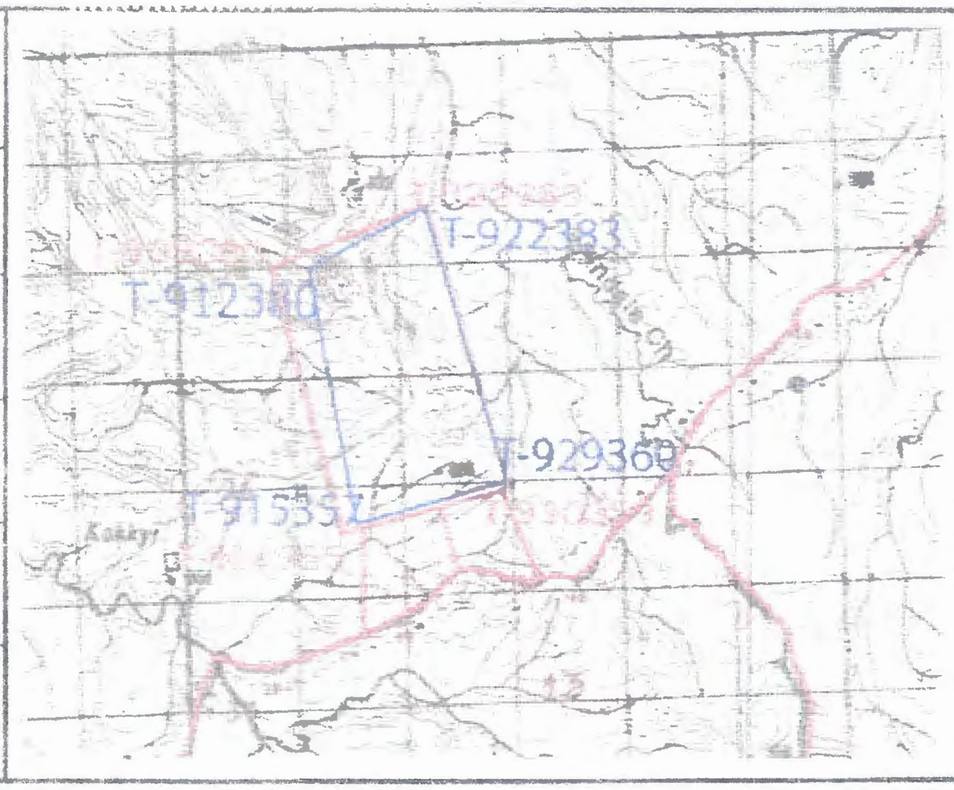
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနမှူးလက်မှတ် နေ့စွဲ

မြေစာရင်းပုံစံ – ၁၀၅

2016 - 0446742

မှန်ကန်ကြောင်း သက်သေခံ / ~~သက်သေမခံ~~ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
ရုံးခွန်တံဆိပ်ခေါင်း
၃၀၀ကျပ် K 300

တိုင်းဒေသကြီး/ ပြည်နယ် — မကွေး	
ခရိုင် — မင်းဘူး	
မြို့နယ်/ မြို့နယ်ခွဲ — မင်းဘူး (စကု)	
ရပ်ကွက်/ ကျေးရွာအုပ်စု — မင်းလှကျုံး	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် — ၂၇၃ - ခတ်ကြီး	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် — –	

ဦးပိုင်အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ ~~အငှားဂရန်ရှင်~~ အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
–	–	အစိုးရ	တောရိုင်းမြေ	(၅၀၀)ဧက	မူလလျှောက်ထား ဧရိယာ (၁၃၆)ဧက ယခုပြန်လည်လျှောက်ထား ဧရိယာ (၅၀၁.၂)ဧက

ရေးကူးပေးသည့်အကြောင်းအရာ	နေရောင်ခြည်လျှပ်စစ်စွမ်းအားထုတ်လုပ်ရန်မြေနေရာလျှောက်ထားရန်

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် – ဦး[illegible] (AVA Capital Trading Co Ltd)

လျှောက်လွှာတင်သည့်နေ့စွဲ – ၄-၃-၂၀၁၆

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ – ၉-၃-၂၀၁၆

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆) ခုနှစ် အတွက် နောက်ဆုံးပြင်ဆင်ထားခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

ရုံးတံဆိပ်

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် –

နေ့စွဲ – ၉-၃-၂၀၁၆

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

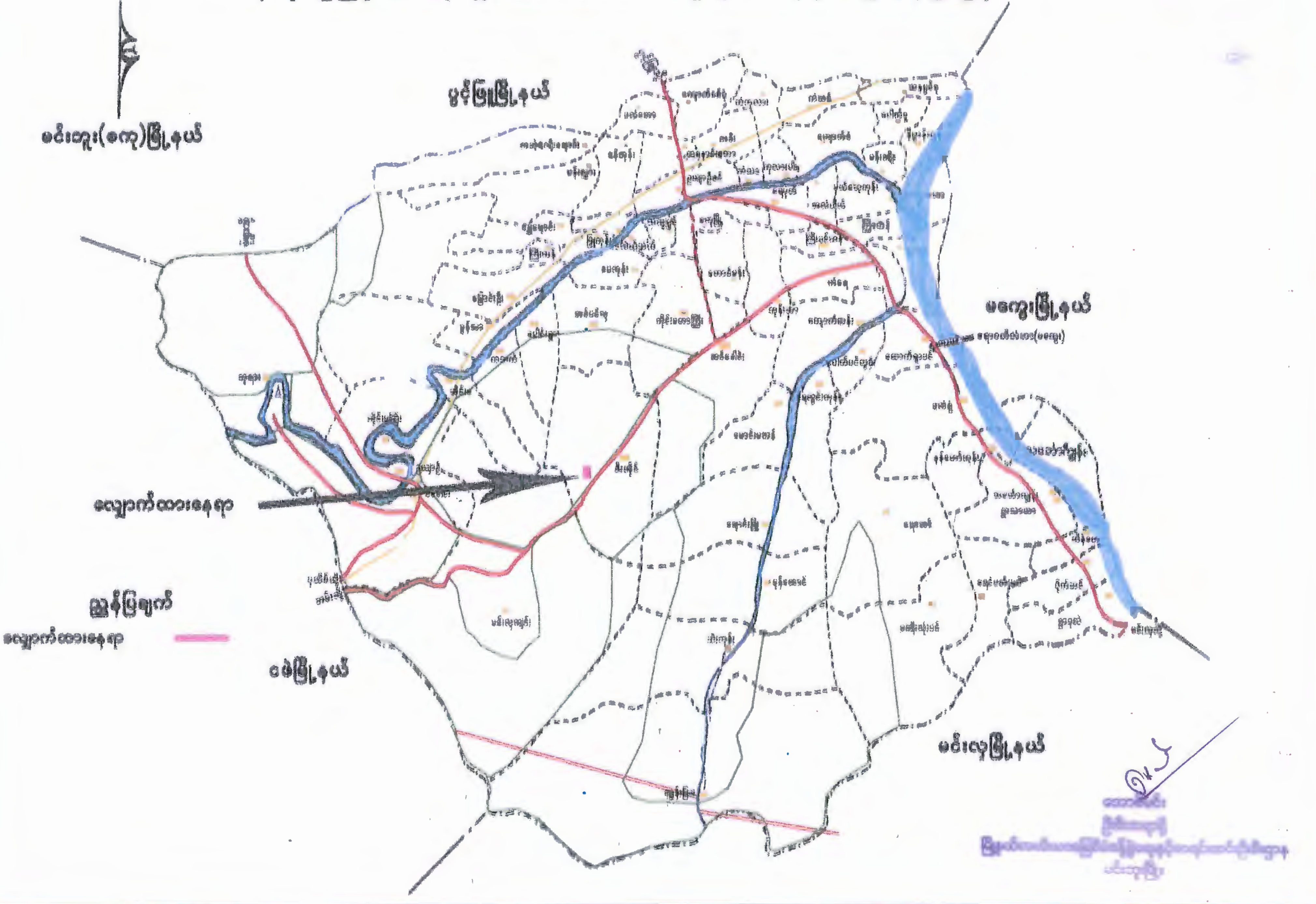
လက်ထောက်ဦးစီးမှူးလက်မှတ် –

နေ့စွဲ – ၉-၃-၂၀၁၆

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာနမှူးလက်မှတ် နေ့စွဲ

နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေးစက်ရုံလျာထားနေရာ နေရာပြမြေပုံ



လယ်ယာစိုက်ပျိုးရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန
လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
မကွေးတိုင်းဒေသကြီး၊မင်းဘူးခရိုင်၊မင်းဘူး(စကု)မြို့နယ်
မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်း လုပ်ပိုင်ခွင့်၊အသုံးပြုခွင့်လျှောက်ထားခြင်းကို
ကန့်ကွက်လိုသူတို့က ကန့်ကွက်နိုင်ရန် ထုတ်ဆင့်သည့်ကြော်ငြာစာ

အများပြည်သူများသိရှိရန်ကြေညာလိုက်သည်မှာ -

မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးခရိုင်၊ မင်းဘူး(စကု)မြို့နယ် ၊မင်းလှကျင်းကျေးရွာအုပ်စု ကွင်းအမှတ်(၁၂၇၃)ခုတ်ကြီးကွင်း၊ ဦးပိုင်အမှတ်(-)၊ ဧရိယာ(၈၃၆)ဧကရှိ ပူးတွဲပါမြေပုံပေါ်တွင် ဖော်ပြပါရှိသော မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းကို **ဦးအောင်သီဟ(AVA Capital Trading Ltd)က နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံ** တည်ဆောက်ရန်အတွက် လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်ရရှိရန် လျှောက်ထားသဖြင့် အဆိုပါမြေကို အသုံးပြုခွင့်မပြုသင့်ကြောင်း ကန့်ကွက်လိုလျှင် **၂၀၁၅ခုနှစ် ၊ ဇူလိုင်လ (၁၆)ရက်** မတိုင်မီ မည်သူမဆို လာရောက် ကန့်ကွက်နိုင်သည်။ ထိုနေ့ရက်ကျော်လွန်မှတင်သွင်းလာသည့် ကန့်ကွက်လွှာများကို လက်ခံမည် မဟုတ်ကြောင်း ၊ အကယ်၍ ထိုနေ့မတိုင်မီသော်လည်းကောင်း၊ ထိုနေ့ရက်၌သော်လည်းကောင်း ကန့်ကွက်လွှာများ မရလျှင် လျှောက်ထားသည့်အတိုင်း **ဦးအောင်သီဟ(AVA Capital Trading Ltd)** အား လုပ်ပိုင်ခွင့်အသုံးပြုခွင့် ပေးမည်ဖြစ်ပါ ကြောင်းကြေညာလိုက် သည်။

မြေ၏နယ်နိမိတ်

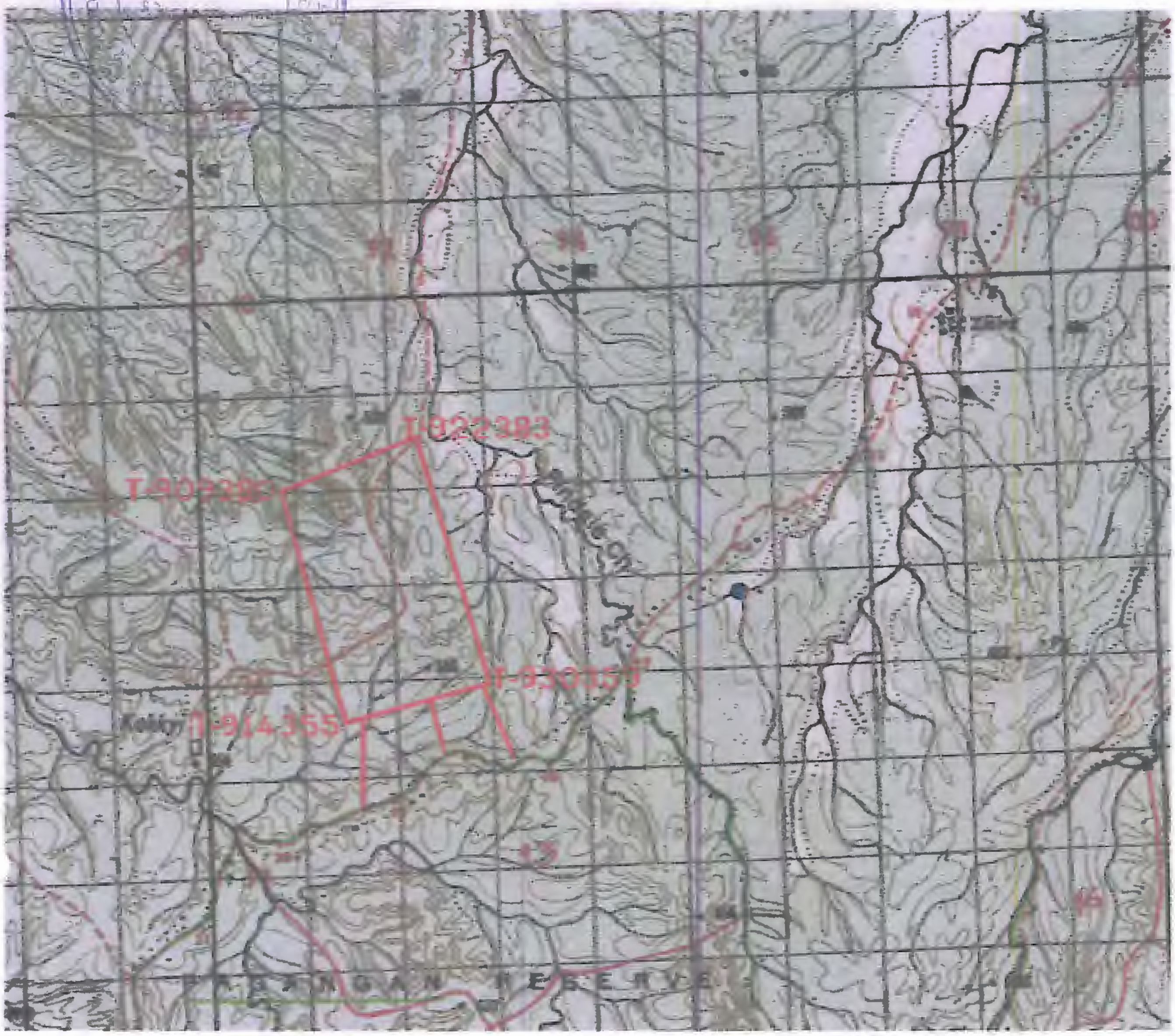
မြောက်	- တောရိုင်းမြေ
အရှေ့	- တောရိုင်းမြေ
တောင်	- မင်းဘူး-အမ်းကားလမ်း
အနောက်	- တောရိုင်းမြေ

၁၇.၆.၂၀၁၅

မြို့နယ်ဦးစီးဌာနမှူး
လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
မင်းဘူးမြို့

ရက်စွဲ။ ၂၀၁၅ခုနှစ်၊ဇွန်လ(၁၇)ရက်

နေရောင်ခြည်သုံးလျှပ်စစ်စွမ်းအားထုတ်စက်ရုံမြေနေရာ တည်နေရာပြမြေပုံကြမ်း



မင်းဘူး(စကု)မြို့နယ်

မြေပုံချပ်အမှတ် ၈၄ အယ်လ် ၁၂

ခန့်မှန်းဧရိယာ(၈၃၆)ဧက

(အောင်ဇိုလ်ဝင်း)
ဦးစီးအရာရှိ
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
မင်းဘူးမြို့

AVA Capital

AVA Capital Trading Ltd.
No.123(A), Shwegondine Road
Bahan Township
Yangon, Myanmar.

Tel: +951 548987
Fax: +951 543439

နှစ်ဖက်သဘောတူဝန်ခံကတိစာချုပ်

၁။ မင်းဘူးမြို့နယ်၊ အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာနမှ ၂၀၁၃-၂၀၁၄ ဘဏ္ဍာရေးနှစ်တွင် လေးပင်-အိုင်းမ(အဆိုပြု)ကြိုးပြင်ကာကွယ်တောအတွင်း (၂၀၀၀)ဧကအား သဘာဝတောထိန်းသိမ်းရေးလုပ်ငန်းများဆောင်ရွက်ထားရှိရာ ၎င်းဧရိယာအတွင်း စက်ရုံမြေနေရာအတွက် (၈၀၀)ဧကနှင့် လမ်းကြောင်း(၃)ခုအတွက် (၃၆)ဧက၊ စုစုပေါင်း(၈၃၆)ဧကကို AVA Capital Trading Ltd. မှ နေရောင်ခြည်စွမ်းအင်သုံး ဆိုလာစက်ရုံတည်ဆောက်ရန် နေရာရွေးချယ်ထားပါသည်။

၂။ တောထိန်းဧရိယာအတွင်းပါဝင်သွားသော (၈၃၆)ဧကအတွက် ၂၀၁၃-၂၀၁၄ဘဏ္ဍာရေးနှစ်အတွင်း ကုန်ကျစရိတ် (၁၄၆၇၁၈၀၀/-)ကျပ်နှင့် ၂၀၁၄-၂၀၁၅ဘဏ္ဍာရေးနှစ်အတွင်း ကုန်ကျစရိတ် (၃၃၄၄၀၀/-)ကျပ်၊ စုစုပေါင်း (၁၈၀၁၅၈၀၀/-)ကျပ်အားအပြီးအပြတ်လျော်ကြေးငွေအဖြစ် မင်းဘူးမြို့၊ မြန်မာ့စီးပွားရေးဘဏ်တွင်ပေးသွင်းရန် နှစ်ဦးနှစ်ဖက်သဘောတူပါကြောင်း အောက်တွင်လက်မှတ်ရေးထိုးကြပါသည်။

အသိသက်သေ

(ဝင်းဆို)
ဦးစီးအရာရှိ
အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန
မင်းဘူးမြို့။

(စိုးမြင့်သန်း)
ဒု-ဦးစီးမှူး
အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန
မင်းဘူးမြို့။

U Aung Thiha
Managing Director
AVA Capital Trading Ltd.

T.F. No.1 NOTE - To be prepared by the payer in duplicate. ...

မှတ်ရန်အချက်။ ၂ ငွေပေးသွင်းသူက မိတ္တူနှစ်စောင်ရေးသွင်းရမည်။

MD - 010418

၁၀

လက်မှတ်	Chalan No. 56 Credit.
မန္တလေးတိုင်း ပြင်ဦးလွင်မြို့...	To
...	THE TREASURY OFFICER
AVA Capital Trading Co., Ltd ...	Rs ... (in words)
ငွေပေါင်း(စာဖြင့်) ...	K (in figures)
... (ကိန်းဖြင့်) ...	being the amount payable by
ကိုလက်ခံပါမည့်အကြောင်း။ ...	on account of *
... အာဏာအရပေးပါကြောင်း	Authority under which payment is made is
}	STATION : }
... နေ့စွဲ } ငွေပေးသွင်းသူ၏ လက်မှတ်။	Dated, 20 } Signatures of the payer.

Examined and entered ... Treasurer. Head Accountant

Received the sum of kyat (in words)

K (in figures) on the above account

STATION : }

Dated, Treasurer. Head Account. Treasury officer.

* Full details should be given. If on account of previous payment, the month, date of payment, number of voucher, etc. should also be stated.

* အကြောင်းအရာများကို ပြည့်စုံစွာရေးသွင်းရမည်။ အလျင်က ထုတ်ပေးထားသည့်ငွေအတွက်ဖြစ်လျှင်၊ ထိုသို့ ထုတ်ပေးသည့် ဘောက်ချာနံပါတ်၊ လနှင့် နေ့ရက် စသည်တို့ကို ရေးသွင်းရမည်။

MYANMA ECONOMIC BANK

တိုင်း ဒေသကြီး သစ် တောဦး စီး ဌာန-မှ ကျွေး မြှူး (၁၃-၁၂-၁၃) ရက်စွဲပါ စာအမှတ်၊ ၁၅၃၄၁-၄၃/မ (က)-၁အရ နေရောင်ခြည်စွမ်း အင်သုံး ဓါတ်အား ပေးစက်ရုံ (၅၀) မဂ္ဂါဝပ်တည် ဆောက်မည့်ဧရိယာ (၇၀၀) ဧက (လေး ပင်-အိုင်း မအဲဆိုပြုကျွယ်တော) တွင်ကျရောက်သည့်ရင်စိုလုံး ပတ်(၁) ပေနှင့်အထက်တိုင်း တာစာရင်း အရ၊၄၂၅၅ပင် ။ ၁၀၇၅/ခုနှစ်ဖြင့် AVA Capital Trading Co.,Ltd မှပေးသွင်း ငွေ-၇၉၇၀၁၂၅/-

(ကျပ်ခုနှစ်သန်း ကိုးသိန်း ခုနှစ် သောင်း ရှစ် ထောင်တစ်ရာနှစ်ဆယ်ငါး တိတိ/-
ငွေစာရင်း ခေါင်း စဉ်။ ၁၅တစ်-၂။ ၀၂။ ရောင်းကြေး ငွေ ။

AVA Capital

AVA Capital Trading Ltd.
123(A) Shwegondine Road
Bahan Township
Yangon, Myanmar
Tel: +951 548987
Fax: +951 549439

စာအမှတ်၊ ၂၁၁၁(၁၁၁၁၁)/ ၀၀၀၉၁/၂၀၁၂

ရက်စွဲ ၊ ၂၀၁၃ ခုနှစ်၊ အောက်တိုဘာလ (၂)ရက်

သို့

ဦးစီးအရာရှိ

အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန

မင်းဘူးမြို့

အကြောင်းအရာ။ **စက်ရုံနှင့်လမ်းများ ဖောက်လုပ်ရန်အတွက် တင်ပြခြင်း။**

၁။ AVA Capital Trading Ltd ကုမ္ပဏီမှ မင်းဘူးမြို့နယ်၊ လေးပင်-အိုင်းမ အဆိုပြု ကြိုးပြင်ကာကွယ်တောအတွင်း နေရောင်ခြည် စွမ်းအင်သုံးဓါတ်အားပေးစက်ရုံတည်ဆောက်ရန်နှင့် စက်ရုံအဝင်လမ်းများ ဖောက်လုပ်ရန်အတွက် မြေဧရိယာ (၈၁၆)ဧကအား တိုင်းတာသတ်မှတ်ထားပြီးဖြစ်ပါသည်။

၂။ အဆိုပါသတ်မှတ်ထားသော မြေနေရာမှာ မင်းဘူးမြို့နယ်၊ အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာနမှ ၂၀၁၃-၂၀၁၄ ဘဏ္ဍာရေးနှစ်တွင် သဘာဝတောထိန်းဧရိယာ(၂၀၀၀)ဧက အတွင်းပါဝင်နေကြောင်း သိရှိရပါသဖြင့် ပါဝင်သွားသော မြေဧရိယာအတွက် ကုန်ကျစရိတ်များကိုလည်း ပေးသွင်းသွားမည်ဖြစ်ပါသည်။

၃။ ပုံစံ-၁၀၅ ရရှိရေးနှင့် လိုအပ်သော လုပ်ငန်းများဆက်လက်လုပ်ဆောင်နိုင်ရန်အတွက် မြို့နယ်ဦးစီးအရာရှိ၏ သဘောထားမှတ်ချက်ရေးသားပေးနိုင်ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

မိတ္တူကို

- ဦးစီးအရာရှိ၊ ကြေးတိုင်နှင့် မြေစာရင်းဦးစီးဌာန၊ မင်းဘူးမြို့။
- မြို့နယ်ဦးစီးဌာနမှူး၊ သစ်တောဦးစီးဌာန၊ မင်းဘူးမြို့။

၃/၁၀

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
သစ်တောဦးစီးဌာန
ညွှန်ကြားရေးမှူးချုပ်ရုံး

စာအမှတ် ။ စီမံကိန်း/စ- ၁၉(ခ)/(၃၃၃၉-၃၃၄၁/၁၅)
ရက်စွဲ ။ ၂၀၁၅ခုနှစ်၊ ဖေဖော်ဝါရီလ ၄ ရက်

သို့

AVA Capital Trading Ltd
123(A)Shwegondine Road, Bahan Township
Yangon, Myanmar

အကြောင်းအရာ ။ **ကျန်(၁၃၆)ဧကအတွက် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာနမှ ထပ်မံခွင့်ပြုပေးပါရန် တင်ပြလျှောက်ထားလာခြင်းကိစ္စ**

ရည်ညွှန်းချက် ။ (၁)AVA Capital Trading Ltd ၏ ၁၃-၂-၂၀၁၃ ရက်စွဲပါ စာဖြင့် တင်ပြစာ
(၂)AVA Capital Trading Ltd ၏ ၂၇-၅-၂၀၁၄ ရက်စွဲပါ စာဖြင့် တင်ပြစာ

၁။ အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ မင်းဘူး(စကု)မြို့နယ်၊ စကုမြို့၊ ဇီးအိုင်ကျေးရွာအုပ်စု အတွင်း မင်းဘူးမြို့မှ အနောက်ဘက်(၁.၄)မိုင်ခန့်အကွာ မင်းဘူး-အမ်းလမ်း၏ မြောက်ဘက်(၁)မိုင် (၃)ဖာလုံအကွာရှိ မြေဧရိယာ(၈၀၀)ဧကခန့်အား AVA Capital Trading Ltd နှင့် ထိုင်းနိုင်ငံ Green Earth Power(Thailand) Co.,ltd မှ နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ထုတ်လုပ်နိုင်ရန်အတွက် မြေနေရာရရှိရေး ရည်ညွှန်းစာ(၁)ဖြင့် လျှောက်ထားလာပါသည်။

၂။ အဆိုပါ လျှောက်ထားစာအပေါ် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန၏ ၂၆-၁၁-၂၀၁၃ ရက်စွဲပါစာဖြင့် မြေဧရိယာ(၇၀၀)ဧကကို ခွင့်ပြုပေးခဲ့သော်လည်း အမှန်တကယ်လုပ်ငန်းလုပ်ကိုင်ရန် မြေဧရိယာမှာ(၈၃၆)ဧက လိုအပ်ပါသဖြင့် ကျန်(၁၃၆)ဧကအား ထပ်မံခွင့်ပြုပေးပါရန် ရည်ညွှန်းစာ(၂)ဖြင့် ထပ်မံလျှောက်ထားလာပါသည်။

၃။ အဆိုပါကိစ္စနှင့်စပ်လျဉ်း၍ ကုမ္ပဏီအနေဖြင့် ခွင့်ပြုချက်ရရှိပြီး ဧရိယာ(၇၀၀)ဧကတွင် နယ်နိမိတ်ကျောက်တိုင်များသာ စိုက်ထူထား၍ ယာယီစခန်းတဲ(၁)လုံးနှင့် လုံခြုံရေးမျှော်စင်တစ်ခု သာရှိသဖြင့် လုပ်ငန်းများအကောင်အထည်မဖော်နိုင်သေးသည့်အပြင် ထပ်မံလျှောက်ထားလာသော (၁၃၆)ဧကမှာ တောဖုံးလွှမ်းမှုကောင်းမွန်ခြင်းတို့ကြောင့် ခွင့်မပြုနိုင်ပါကြောင်း အသိပေးပြန်ကြားအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
[ခင်မောင်ဦး၊ ညွှန်ကြားရေးမှူး(စီမံကိန်း)]

မိတ္တူကို
ညွှန်ကြားရေးမှူးချုပ်ရုံးစာတွဲ၊ သစ်တောဦးစီးဌာန
ညွှန်ကြားရေးမှူး၊ သစ်တောဦးစီးဌာန၊ မကွေးတိုင်းဒေသကြီး
မျှောစာတွဲ၊ ရုံးလက်ခံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန
ညွှန်ကြားရေးမှူးချုပ်ရုံး၊ မန္တလေးမြို့

Fax
Website: www.dryzonegreening.gov.mm

စာအမှတ်၊စိမ်းကိန်း/စိမ်းလန်း/လင-၇/၂၀၅-၀၆/၂၀၁၅
ရက်စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၉ ရက်

သို့

ညွှန်ကြားရေးမှူး
အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန
မကွေးတိုင်းဒေသကြီး

အကြောင်းအရာ။ မင်းဘူး-စကုမြို့နယ်တွင် နေရောင်ခြည်စွမ်းအင်သုံး ဓါတ်အားပေးစက်ရုံ တည်ဆောက်၍ ဓါတ်အားထုတ်လုပ်ရန် မြေနေရာလျှောက်ထားခြင်းကိစ္စ

ရည် ညွှန်းချက်။ AVA Aapital Trading Co.Ltd ၏ ၅-၂-၂၀၁၅ ရက်စွဲဖြင့်တင်ပြစာ

၁။ အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန ၊ မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးခရိုင်၊ မင်းဘူး-စကုမြို့နယ်၊ လေးပင်-အိုင်းမအဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း AVA Aapital Trading Co.Ltd မှနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်ရန်အတွက် ပတ်ဝန်းကျင်ထိန်း သိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာနသို့ လျှောက်ထားသည့် မြေဧရိယာ(၈၃၆)ဧကသည် မင်းဘူးမြို့နယ် ၊ အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန၊ ၂၀၁၃-၂၀၁၄ ဘဏ္ဍာနှစ် ၊ သဘာဝတောကျန်များ ထိန်းသိမ်းကာကွယ်ခြင်းလုပ်ငန်းဧက(၂၀၀၀)တွင်ပါဝင်ခြင်းကြောင့် လုပ်ငန်းများစတင် အကောင်အထည်ဖော် ဆောင်ရွက်နိုင်ရန် အတွက် သဘာဝတောကျန်များ ထိန်းသိမ်းကာကွယ်ခြင်း လုပ်ငန်းကုန်ကျစရိတ်များကို ပေးသွင်းခွင့်ပြုပါရန် ရည်ညွှန်းပါစာဖြင့် တင်ပြလျှောက်ထားလာပါသည်။

၂။ သို့ပါ၍ ၂၀၁၃-၂၀၁၄ ဘဏ္ဍာနှစ် ၊ သဘာဝတောကျန်များ ထိန်းသိမ်းကာကွယ်ခြင်းလုပ်ငန်းဧက(၂၀၀၀)မှ ဓါတ်အားပေးစက်ရုံတည်ဆောက်မည့် မြေဧရိယာ(၈၃၆)ဧကအတွက် သဘာဝတောကျန်များ ထိန်းသိမ်းခြင်းလုပ်ငန်း (ပထမနှစ်နှင့် ဒုတိယနှစ်) ကုန်ကျစရိတ်များကို AVA Aapital Trading Co.Ltd မှပေးလျော်စေပြီး ၊ ကုန်ကျစရိတ် အသေးစိတ်တွက်ချက်မှုနှင့် မြန်မာ့စီးပွားရေးဘဏ်သို့ ပေးသွင်းခဲ့ပြီးသည့် ချလံအမှတ်မိတ္တူကို ပြန်လည်တင်ပြရန် အကြောင်းကြားပါသည်။

9.2.2015
ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
[ဝေမျိုးလှ၊ ညွှန်ကြားရေးမှူး(စီမံကိန်း)]

မိတ္တူကို-

၁။ ဒုတိယညွှန်ကြားရေးမှူးချုပ်၊ အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန
၂။ ရုံးလက်ခံ ၃။ မျှောစာတွဲ ၄။ အမှုတွဲဖိုင်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန

ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ် ၃(၂)/၀၃(ခ)(၃)/(၁၂၅၁ /၂၀၁၅)

ရက်စွဲ ၂၀၁၅ ခုနှစ်၊ ဇူလိုင်လ ၃ ရက်

အကြောင်းအရာ။ နေစွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံ စီမံကိန်းတည်ဆောက်မည့် မြေဧရိယာ၏ (၁၃၆) ဧကအား ဝန်ကြီးဌာနမှ ခွင့်ပြုပေးပါရန် ကိစ္စ။

အထက်အကြောင်းအရာပါ AVA Capital Trading Ltd ၏ ၂၀၁၅ ခုနှစ် ၊မတ်လ (၉)၊ ရက်စွဲပါစာအမှတ် ၊ ၅ဆလ (အေဗွီအေ / ၀၀၂ / ၂၀၁၅) ဖြင့် Solar Power Plant လျှပ်စစ်ဓါတ်အားပေး စက်ရုံတည်ဆောက်ခြင်း လုပ်ငန်းအတွက် လိုအပ်သော ကျွန်း မြေ (၁၃၆) ဧကအား ဆောင်ရွက်ခွင့်ပြုပေးပါရန် လျှောက်ထားလာသည့် စာမူရင်းတစ်စုံအား ပြည်ထောင်စုဝန်ကြီး၏ မိန့်မှတ်ချက်အရ စိစစ်တင်ပြနိုင်ပါရန် ပူးတွဲပေးပို့အပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)

(မျိုးညွှန့်၊ ဒုတိယအမြဲတမ်းအတွင်းဝန်)

ညွှန်ကြားရေးမှူးချုပ်

သစ်တောဦးစီးဌာန

AVA Capital

AVA Capital Trading Ltd.
No.123(A), Shwegondine Road
Bahan Township
Yangon, Myanmar.
Tel: +951 548987
Fax: +951 543439

သို့

ပြည်ထောင်စုဝန်ကြီး
သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန
နေပြည်တော်၊ ရုံးအမှတ်(၂၈)။

စာအမှတ်၊ ၅ဆလ(အေဗွီအေ/၀၀၂/၂၀၁၅)
ရက်စွဲ၊ ၂၀၁၅ခုနှစ်၊ မတ်လ (၉)ရက်။

အကြောင်းအရာ။ နေစွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံစီမံကိန်းတည်ဆောက်မည့် မြေဧရိယာ၏ (၁၃၆)ဧကအား ဝန်ကြီးဌာနမှ ခွင့်ပြုပေးပါရန် ကိစ္စ။

ရည်ညွှန်းချက်။ သစ်တောဦးစီးဌာန၊ ညွှန်ကြားရေးမှူးချုပ်ရုံး၏ ၄-၂-၂၀၁၅ရက်စွဲပါ စာအမှတ်-စီမံကိန်း/စ-၁၉(ခ)/(၃၃၃၉-၃၃၄၀/၁၅)

အထက်ပါကိစ္စနှင့် ပတ်သက်၍ AVA Capital Trading Ltd.မှ ဆောင်ရွက်မည့် နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေး စက်ရုံတည်ဆောက်ရန် မြေနေရာ(၈၃၆)ဧကအား မင်းဘူး-အမ်းလမ်း၏ မြောက်ဘက်(၁၅)မိုင်(၆)မာလုံအကွာ လေးပင်အိုင်းမတွင် ဆောင်ရွက်ရန် သက်ဆိုင်ရာ ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာနမှ ဧရိယာ(၈၃၆)ဧကအနက်(၇၀၀)ဧကကို ၂၆-၁၁-၂၀၁၃ရက်စွဲပါ စာဖြင့် လုပ်ကိုင်ခွင့်ပြုပြီးဖြစ်သော်လည်း ကျန်(၁၃၆)ဧကများကို ၂၇-၅-၂၀၁၄ရက်စွဲပါစာဖြင့် တင်ပြလျှောက်ထားခဲ့ပါသည်။ ၄-၂-၂၀၁၅ရက်စွဲပါ စာအမှတ်-စီမံကိန်း/စ-၁၉(ခ)/(၃၃၃၉-၃၃၄၀/၁၅) ခွင့်မပြုနိုင်ကြောင်း အသိပေးပြန်ကြားခဲ့ပါသည်။

အဆိုပါကိစ္စနှင့် စပ်လျဉ်း၍ လုပ်ငန်းဆောင်ရွက်ရန်လိုအပ်သော (၁၃၆)ဧကမှာ စီမံကိန်းဧရိယာ တစ်ခုလုံး၏ အဝင်/အထွက်နေရာဖြစ်ပြီး၊ ၎င်းဧရိယာတွင်း ပင်မအဝင်အထွက်လမ်းများ ဖေါက်လုပ်ခြင်း၊ Solar Container များထားရှိမည့် မြေနေရာပြင်ဆင်ခြင်း၊ Sub Station များ ဆောက်လုပ်ခြင်းနှင့် ဝန်ထမ်းအိမ်ယာများ ဆောက်လုပ်ရန် စီမံဆောင်ရွက်ပြီးဖြစ်ပါသည်။ ၎င်းလုပ်ငန်းများအတွက် Zeal Star Group Construction Co.,Ltd. နှင့် နှစ်ဘက်ညှိနှိုင်းသဘောတူစာချုပ်ချုပ်ဆိုပြီး လုပ်ငန်းစတင်ရန် ခွင့်ပြုချက် စောင့်ဆိုင်းနေခြင်းဖြစ်ပါသည်။

Solar Power Plant လျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်ခြင်း လုပ်ငန်းအတွက် အမှန်တကယ် လိုအပ်သော ကျန်(၁၃၆)ဧကအား ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာနမှ ဆောင်ရွက် ခွင့်ပြုပေးပါရန် လေးစားစွာ တင်ပြလျှောက်ထားအပ်ပါသည်။

မှတ်ချက် - မင်းဘူးမြို့နယ် အပူပိုင်းစိမ်းလန်းစိုပြေရေးဦးစီးဌာနမှ တောထိန်းဧရိယာပါဝင်သွားသော (၈၃၆)ဧကအတွက် စုစုပေါင်း(၁၈၀၁၅၈၀/-)ကျပ်အား အပြီးအပြတ်ပေးလျော်ပြီး ဖြစ်ပါသည်။
- သစ်တောဦးစီးဌာနသို့ ဧက(၇၀၀)အတွက် ငွေကျပ်(၇၉၇၈၁၂၅/-) ရင်စို့လုံးပတ်လည် (၁)ပေနှင့် အထက် အပင်(၄၂၅၅)ပင်အတွက် လျော်ကြေးငွေ ပေးလျော်ပြီးဖြစ်ပါသည်။

ပူးတွဲပါ -
- (၈၃၆)ဧကအတွက် စာချုပ်မိတ္တူ။
- (၁၃၆)ဧကအတွင်းဆောင်ရွက်မည့် အကောင်အထည်ဖော်လုပ်ငန်းစီမံချက်နှင့် လုပ်ငန်းမြေပုံ
- (၁၃၆)ဧကကွင်းဆင်းစစ်ဆေးပြီးသော အစီရင်ခံစာလုပ်ငန်းစီမံချက်
- (၇၀၀)ဧကအတွက် ချလံမိတ္တူ။

FD နှင့် ဖြေရှင်း (handwritten)

U Aung Thiha
Managing Director
AVA Capital Trading Ltd.

မိတ္တူကို
- ရုံးလက်ခံ

FD သို့ (handwritten) ... DPS/D (PNL) ... FD မှ ... DMNT (handwritten)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ် ၃(၂)/၀၃(ခ)(၃)/(၂၂၉၁ /၂၀၁၅)
ရက်စွဲ ၂၀၁၅ ခုနှစ်၊ စက်တင်ဘာလ ၈ ရက်

အကြောင်းအရာ။ **ကျွန် (၁၃၆)ကေအတွက် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာနမှ ထပ်မံခွင့်ပြုပေးပါရန် တင်ပြလျှောက်ထားခြင်း ကိစ္စ။**

ရည်ညွှန်းချက်။ AVA Capital Trading Ltd ၏ ၉-၃-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ ၅ဆလ (အေဗွီအေ / ၀၀၂ / ၂၀၁၅)

၁။ AVA Capital Trading Ltd မှ Solar Power Plant လျှပ်စစ်ဓါတ်အားပေး စက်ရုံ တည်ဆောက်ခြင်းလုပ်ငန်းအတွက် လိုအပ်သောကျွန်မြေ (၁၃၆) ကေအား ဆောင်ရွက်ခွင့်ပြုပေးပါရန် ရည်ညွှန်းစာဖြင့် လျှောက်ထားခဲ့ပါသည်။

၂။ ကုမ္ပဏီမှ မင်းဘူး- စကုမြို့နယ်၊ ဓီးအိုင်ကျေးရွာအုပ်စုအတွင်း မင်းဘူးမြို့မှ အနောက်ဘက် (၁.၄)မိုင်ခန့်အကွာ၊ မင်းဘူး- အမ်းကားလမ်း၏ မြောက်ဘက်(၁)မိုင် (၃)ဖာလုံ အကွာရှိ မြေဧရိယာ (၈၀၀)ကေခန့်ကို ထိုင်းနိုင်ငံ Green Earth Power (Thailand) Co.,Ltd နှင့်ပူးပေါင်း၍ နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ထုတ်လုပ်နိုင်ရန် လျှောက်ထားလာသည့်အပေါ် လေးပင်- အိုင်းမ အဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း ကျရောက်သည့် (၇၀၀)ကေအား အဆိုပြုကြိုးပြင် ကာကွယ်တောမှ ချန်လှပ်၍ ခွင့်ပြုပေးခဲ့ပြီး ယင်းဧရိယာအတွင်းပါဝင်သော အပင် (၄၂၅၅)ပင် အတွက် လျော်ကြေးငွေ (၇၉၇၈၀၂၅ /-)ကျပ်အား မင်းဘူးမြို့ မြန်မာ့စီးပွားရေးဘဏ်သို့ ပေးသွင်းခဲ့ပြီး အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန၏ ၂၀၁၃-၁၄/ ၂၀၁၄-၁၅ ခုနှစ် သဘာဝတောကျွန် ထိန်းသိမ်းခြင်းလုပ်ငန်း (၈၃၆)ကေအတွက် ကျသင့်ငွေ (၁၈၀၁၅၈၈ /-) အား ပြန်လည်ပေးသွင်းထားပြီး ဖြစ်ကြောင်းတွေ့ရှိရပါသည်။

၃။ ယခုထပ်မံလျှောက်ထားခြင်းနှင့်ပတ်သက်၍ အောက်ပါအတိုင်းစိစစ်တွေ့ရှိရပါသည်-

(က) ထပ်မံလျှောက်ထားလာသော (၁၃၆)ကေသည် မင်းဘူး(စကု)မြို့နယ်၊ လေးပင်- အိုင်းမအဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း ကျရောက်ပြီး အထက်ရွက်ပြတ်ရော နှောတောခြောက်နှင့် အင်တိုင်းတောခြောက် အမျိုးအစားဖြစ်ကာ အင်ကြင်း၊ သစ်ယာ၊ အင်၊ သစ်စေး၊ ကုက္ကို၊ ပျဉ်းမ၊ ထောက်ကြံ့၊ ဖန်ခါး၊ နဘဲ၊ ဒီဒူး၊ လွန်ဘို၊ နီပဆေး၊ ရှား၊ တယ်၊ လိန်၊ ကြို့၊ ထနောင်း၊ ကျွန်းဖို၊ ဖလံ၊ ဓီးဖြူ အစရှိသည့်အပင် များ ပေါက်ရောက်လျက်ရှိခြင်း၊

(ခ) အပင်စာရင်းကောက်ယူမှုများအရ အဆိုပါ ဧရိယာအတွင်း လုံးပတ်(၁)ပေနှင့် အထက် (၈၅၅) ပင်ရှိကြောင်းနှင့် အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန၏ ၂၀၁၃-၂၀၁၄ ခုနှစ် သဘာဝတောကျန်ထိန်းသိမ်းကာကွယ်ခြင်း (၂၀၀၀)ဧက အတွင်း ကျရောက်နေသည့်အပြင် ယခင်ခွင့်ပြုပြီး (၇၀၀) ဧကအား လုပ်ငန်းများ ဆောင်ရွက်ထားမှုမရှိခြင်း၊ နယ်နိမိတ်ကျောက်တိုင်များသာ စိုက်ထူထား၍ ယာယီ စခန်းတဲ(၁)လုံးနှင့် လုံခြုံရေးမျှော်စင်သာ ဆောက်လုပ်ထားခြင်း၊ တောဖုံးလွှမ်းမှု ကောင်းမွန်လျက်ရှိခြင်း၊

၄။ သို့ဖြစ်ပါ၍ အထက်ပါစိစစ်တွေ့ရှိချက်များအရ AVA Capital Trading Ltd မှ Solar Power Plant လျှပ်စစ်ဓါတ်အားပေး စက်ရုံတည်ဆောက်ခြင်းလုပ်ငန်းအတွက် ယခင်ခွင့်ပြုပြီး ဧရိယာ(၇၀၀)ဧကအား လုပ်ငန်းများ စတင်ဆောင်ရွက်နိုင်မှုမရှိခြင်း၊ လုပ်ငန်းအစီအစဉ်များ တိတိ ကျကျ မတင်ပြနိုင်ခြင်းတို့ကြောင့် ယခုထပ်မံတောင်းခံလာသော ဧရိယာ(၁၃၆)ဧကကို နိုင်ငံတော် ၏ပြောင်းလဲလာသော မြေအသုံးချမှုစီမံခန့်ခွဲမှုဆိုင်ရာမူဝါဒများအရ သက်ဆိုင်ရာ တိုင်းဒေသကြီး အစိုးရအဖွဲ့မှတဆင့် ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ တင်ပြလျှောက်ထားပါရန် အကြောင်း ပြန်ကြားအပ်ပါသည်။

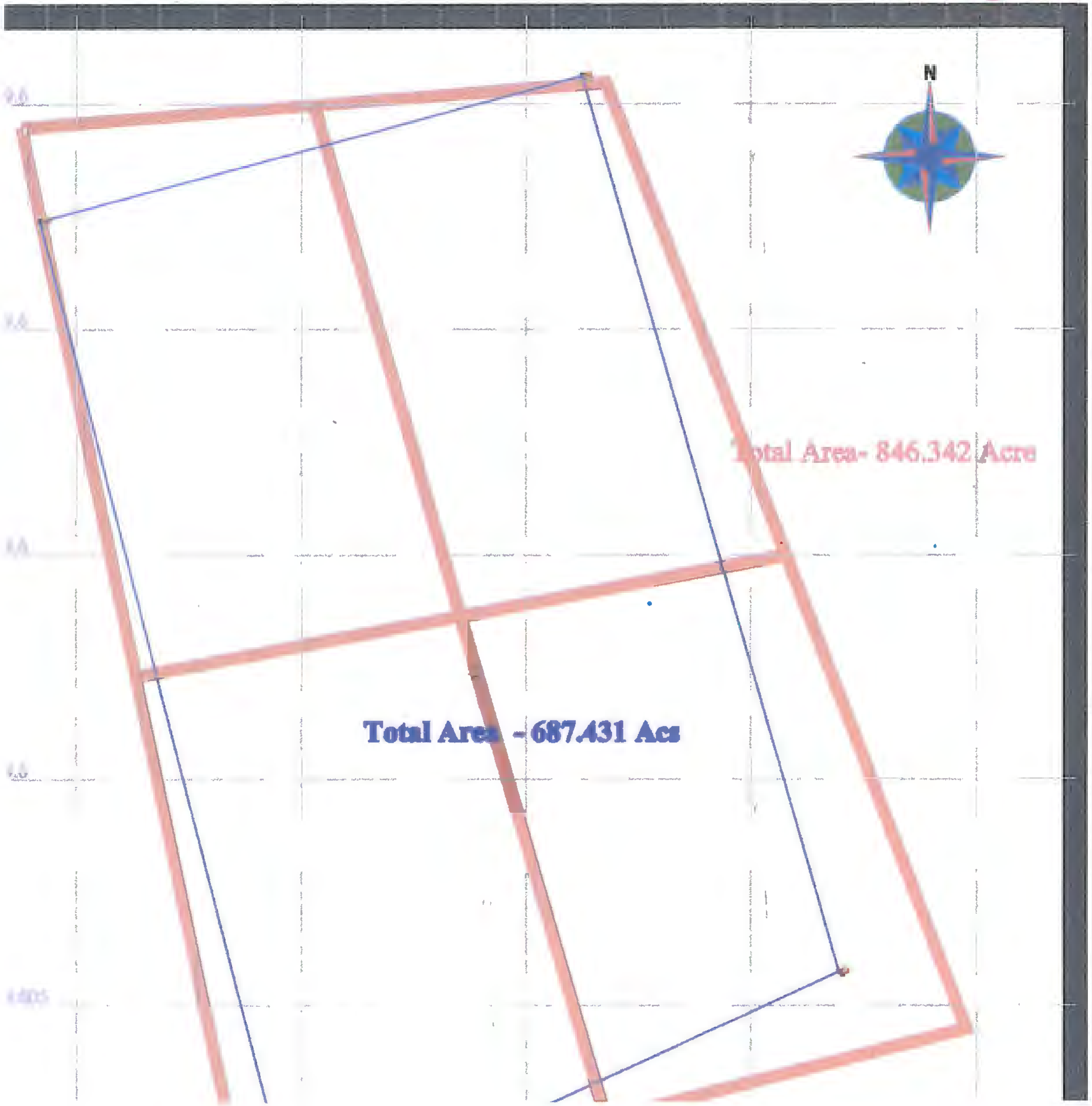
(လက်မှတ်)

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(ခင်မောင်ရီ၊ အမြဲတမ်းအတွင်းဝန်)

AVA Capital Trading Ltd
အမှတ်(၁၂၃- အေ)၊ ရွှေဂုံတိုင်လမ်း
ဗဟန်းမြို့နယ်၊ ရန်ကုန်မြို့

မိတ္တူကို
မကွေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့ရုံး
ညွှန်ကြားရေးမှူးချုပ်
သစ်တောဦးစီးဌာန

ographic Map of Minbu Solar Power Plant Project



UTM Zone 46 (WGS-84)			
GCP No.	Easting	Northing	Elevation(m)

တိုင်းဒေသကြီးမြေစာရင်းဦးစီးဌာန
မကွေးတိုင်းဒေသကြီး ၊ မကွေးမြို့
စာအမှတ်၊ ၃၂၈၉ / မ အ - ၆ (၃)
ရက်စွဲ ၊ ၂၀၁၃ ခုနှစ်၊ အောက်တိုဘာလ (၃၀) ရက်

အကြောင်းအရာ ။ ။ **နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံတည်ဆောက်ရန်အတွက် မြေစာရင်းပုံစံ (၁၀၅)မြေပုံရေးကူးခွင့်တင်ပြလာခြင်းကိစ္စ**

ရည်ညွှန်းချက် ။ ။ မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ (၂၄. ၁၀. ၂၀၁၃)ရက်စွဲပါစာအမှတ်- ၅/၄၃-၂၂၀/ဦး ၆

AVA Capital Trading Co.,Ltd မှ မင်းဘူးမြို့နယ်၊ လေးပင်-အိုင်းမ အဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံဆောက်လုပ်ရန် မြေစာရင်းပုံစံ (၁၀၅)(၁၀၆)ရေးကူးခွင့်တင်ပြမှုနှင့်ပတ်သက်၍ (၃. ၇. ၂၀၁၃)ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့အစည်းအဝေးမှတ်တမ်းအမှတ်စဉ် (၂၀/၂၀၁၃)ဆုံးဖြတ်ချက်အပိုဒ် (၂)အရ ကန့်ကွက်ရန်မရှိကြောင်းနှင့်၄င်းမြေနေရာမှာ ကြိုးပြင်ကာကွယ်တောအတွင်းကျရောက်နေသည့်အတွက် သက်ဆိုင်ရာဝန်ကြီးဌာန၏ သဘောတူညီချက်ရယူဆောင်ရွက်သွားရန် ရည်ညွှန်းချက်ပါစာဖြင့်မိတ္တူပေးပို့အကြောင်းကြားလာမှုအား သိရှိလိုက်နာဆောင်ရွက်သွားရန် အကြောင်းကြားပါသည်။

တိုင်းဒေသကြီးမြေစာရင်းဦးစီးဌာနမှူး (ကိုယ်စား)
(ကျော်ငြိမ်း ၊ လက်ထောက်ညွှန်ကြားရေးမှူး)
ဒု-တိုင်းဒေသကြီးမြေစာရင်းဦးစီးဌာနမှူး
မကွေးတိုင်းဒေသကြီး ၊ မကွေးမြို့

<u>ခရိုင်မြေစာရင်းဦးစီးဌာနမှူး၊ မင်းဘူး</u>
<u>မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူး၊ မင်းဘူး</u>

မိတ္တူကို
- တိုင်းဒေသကြီးမြေစာရင်းဦးစီးဌာနမှူး၊ မကွေးမြို့ (စာတွဲဖိုင်)
- ရုံးလက်ခံ
- မျှောစာတွဲ

D:/Myat

AVA

AVA Capital Ltd.
123(A) Shwegondine Road
Bahan Township
Yangon, Myanmar
Tel: +951 230-4800
Fax: +951 230-4800

သို့

တိုင်းဒေသကြီးဦးစီးဌာနမှူး

လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန

မကွေးတိုင်းဒေသကြီး၊မကွေးမြို့

စာအမှတ်၊ဇဆလ(အေဗွီအေ/၀၀၆/၂၀၁၆)

ရက် စွဲ ။ ၂၀၁၆ ခုနှစ်၊ မတ်လ(၈)ရက်

အကြောင်းအရာ။ ။ **မြေစာရင်းပုံစံ(၁၀၅)ရေးကူးခွင့် ခွင့်ပြုခဲ့ပြီးသော(၈၃၆)ဧကအနက် မှ (၇၀၀)ဧက ကိုသာပြင်ဆင်ရေးကူးခွင့်ပြုပါရန် လျှောက်ထားခြင်း။**

ရည်ညွှန်းချက်။ ။ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန၊ ပြည်ထောင်စုဝန်ကြီးရုံး၏ (၈.၁.၂၀၁၆)ရက်စွဲပါစာအမှတ် ၃(၂)/၀၃(ခ)(၃)/(၀၉၈) ၂၀၁၆

၁။ အထက်ပါကိစ္စနှင့်ပတ်သက်၍ နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံအတွက် ထပ်မံလျှောက်ထားခဲ့သော (၁၃၆)ဧကကို ကြိုးပြင်ကာကွယ်တောသတ်မှတ်ပြီးမှသာ နှစ်ရှည်မြေငှားရမ်းစနစ်ဖြင့်သာ ဆောင်ရွက်ခွင့်ပြုနိုင်ကြောင်း ရည်ညွှန်းပါစာဖြင့်ညွှန်ကြားချက် အရ လျှောက်ထားခဲ့သော (၈၃၆)ဧကအနက်မှ (၇၀၀)ဧကသာ အသုံးပြုရန်လျှောက်ထားမည် ဖြစ်ပါသည်။

၂။ သို့ဖြစ်ပါ၍ မြေစာရင်းပုံစံ(၁၀၅)(၁၀၆) ရေးကူးခွင့်ပြုထားသော (၈၃၆)ဧက အတွင်းမှ လျှောက်ထားသော(၇၀၀)ဧက အား မြေစာရင်းပုံစံရေးကူးခွင့် ပြင်ဆင်ခွင့်ပြုနိုင်ပါရန် လျှောက်ထားအပ်ပါသည်။

U Aung Thiha
Managing Director
AVA Capital Ltd.

မိတ္တူကို-

- ခရိုင်ဦးစီးဌာနမှူး၊လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊မင်းဘူးခရိုင်
- မြို့နယ်ဦးစီးဌာနမှူး၊လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊မင်းဘူးမြို့

မြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ် ၃(၂)/၀၃(ခ)(၃)/(၀၉၀ /၂၀၁၆)
ရက်စွဲ ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီလ ၈ ရက်

သို့

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

အကြောင်းအရာ။ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေး စက်ရုံအတွက် မြေနေရာ အခြေအနေကိစ္စ

ရည်ညွှန်းချက်။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၆-၁၁-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၁/၂ (မြေ)(၁၅၃၁၉)/ ၂၀၁၅

၁။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ မင်းဘူးနေရောင်ခြည် စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေး စက်ရုံအတွက် မြေနေရာ အခြေအနေအား ရည်ညွှန်းစာဖြင့် ညှိနှိုင်းတင်ပြလာပါသည်။

၂။ အဆိုပါကိစ္စနှင့်စပ်လျဉ်း၍ ထပ်မံလျှောက်ထားလာသော မြေနေရာ(၁၃၆)ဧကကို စိစစ်ရာတွင် လေးပင်- အိုင်းမကြိုးပြင် ကာကွယ်တော (၃၃၈၈၀)ဧကအား ပြည်ထောင်စုဝန်ကြီးရုံး၏ ၅- ၅ -၂၀၀၉ ရက်စွဲပါ အမိန့်ကြော်ငြာစာအမှတ်၊ (၁၈/ ၂၀၀၉)ဖြင့် ရည်ရွယ်ကြောင်း ကြေငြာခဲ့သော်လည်း နယ်နိမိတ်နှင့်ထိစပ်နေသော ယာမြေ၊ ရွာမြေ၊ စိမ်အုပ်ချုပ်ရန်ခက်ခဲသော ယာကွက်များကြား တောကျန်၊ စုစုပေါင်း (၁၄၈၁၃) ဧကအား ဖယ်ထုတ်၍ နယ်နိမိတ်အသစ်ရေးဆွဲပြီး ကြိုးပြင်ကာကွယ်တောအတွင်းရှိ ယာမြေ၊ ရွာမြေ၊ နေရောင်ခြည်စွမ်းအင်သုံး ဓါတ်အားပေးစက်ရုံ မြေနေရာနှင့် ယာကွက်များကြား တောကျန် စုစုပေါင်း (၃၅၃၇)ဧကအား ချန်လှပ်၍ ကျန်ရှိသည့် (၁၅၅၃၀)ဧကအား လေးပင်- အိုင်းမကြိုးပြင် ကာကွယ်တောအဖြစ် သတ်မှတ်သင့်ပါကြောင်း ကြေးတိုင်ပုံစံ(၁)မှ (၅)အား တင်ပြလာပြီးဖြစ်ပါ၍ အဆိုပါမြေဧရိယာ (၁၃၆)ဧကသည် ကြိုးပြင်ကာကွယ်တောအတွင်း ချန်လှပ်လိုသည့် (၃၅၃၇)ဧကတွင် ပါဝင်မှုမရှိဘဲ ကြိုးပြင်ကာကွယ်တော သတ်မှတ်မည့် ဧရိယာ (၁၅၅၃၀)ဧကအတွင်း ပါဝင်လျက်ရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

၃။ သို့ဖြစ်ပါ၍ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံအတွက် ထပ်ပံ လျှောက်ထားလာသော မြေနေရာ (၁၃၆) ဧကကို လိုအပ်မည်ဆိုပါက ကြိုးပြင်ကာကွယ်တော သတ်မှတ်မည့် ဧရိယာအတွင်း ကျရောက်ပြီး တောဖုံးလွှမ်းမှုကောင်းမွန်ခြင်းတို့ကြောင့် ကြိုးပြင် ကာကွယ်တောသတ်မှတ်ပြီးမှ နှစ်ရှည်မြေငှားရမ်းစနစ်ဖြင့်သာ ဆောင်ရွက်ခွင့်ပြုနိုင်မည်ဖြစ် ပါကြောင်း ညှိနှိုင်းပြန်ကြားအပ်ပါသည်။

၈/၁

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(မျိုးညွှန့်၊ ဒုတိယအမြဲတမ်းအတွင်းဝန်)

၈/၁

မိတ္တူကို
ညွှန်ကြားရေးမှူးချုပ်
သစ်တောဦးစီးဌာန

T.F. No.1 NOTE - To be prepared by the payer in duplicate. Art. 5, C.A.C.

မှတ်ရန်အချက်။ ။ ငွေပေးသွင်းသူက မိတ္တူနှစ်စောင်ရေးသွင်းရမည်။

Union MD - 010418

ရှုမြန်နေပါတ် မြန်နေရှာဘစီး ငွှားဘကြာ မင်းဘူး ကြီး ဝကွတိုက်စာရိ ၁၆ပေအထက်သစ်ပင် ၄၂၁၁ ပင်လျော်ကြေး အတွက်ဖြစ် AVA Capital Trading Co. Ltd ကပေးရန်ရှိသည် ငွေပေါင်း(စာဖြင့်) ကျပ်ခုနှစ်သန်းကိုးသိန်းခုနှစ်သောင်း နှစ်ဆယ်ငါးတိတိ (ကိန်းဖြင့်) ၇၉၇၀၁၂၅ ကိုလက်ခံပါမည့်အကြောင်း၊ သစ်တောဦးစီးဌာန ဥပဒေ အာဏာအရဖော်ပါကြောင်း။ မင်းဘူး မြို့ ၇-၄-၂၀၁၄ နေ့စွဲ (ကိုကျော်) ငွေပေးသွင်းသူ၏ လက်မှတ်။	Chalan No. Credit. To THE TREASURY OFFICER Please receive the sum of Kyat (in words) K (in figures) being the amount payable by on account of Authority under which payment is made is STATION Dated. 20 Signatures of the payer.

စာရင်းဆိုင်ရာများ၌ စာရင်းသွင်းပြီးပါသည် Examined and entered. ၁၅/ရက-နှ (နိုင်) ၁၀၈၄၂ Treasurer. Head Accountant

Received the sum of kyat (in words)

K (in figures) on the above account

STATION (အမ်ခေါ်တော်) Treasurer. Head Account. Treasury officer.

Dated.

* Full details should be given. If on account of previous payment, the month, date of payment, number of voucher, etc. should also be stated.

* အကြောင်းအရာများကို ပြည့်စုံစွာရေးသည့်ရမည်၊ ယခင်ကပေးထားသည့်ငွေအတွက်ဖြစ်လျှင်၊ ထိုသို့ ထုတ်ပေးသည့် ဘောက်ချာနံပါတ်၊ လနှင့် နေ့ရက် စသည်တို့ကိုဖော်ပြရမည်။

တိုင်းဒေသကြီး သစ်တောဦးစီးဌာန-ကျေးမြို့၏ (၁၃-၁၂-၁၃) ရက်စွဲပါစာ အမှတ်၊ ၁၅၃၄၁-၄၃/မ (ဇ)-၁အရ နေရောင်ခြည်စွမ်းအင်သုံး ရှပ်အား ပေးရန်ရှိ ၁၅၀) မျက်ဝင်တည် ဆောက်မည့် ရွာ (၇၀၀) ဧက (လေး ပင်-အိုင်း မအဆိုပြုကျော်တော်) တွင်ကျရောက်သည့်ရင်စိုးလုံးပတ် (၁) ပေ နှင့်အထက်တိုင်း တာစာရင်း အရ၄၂၁၁ပင် × ၁၈၇၅/နှုန်းဖြင့် AVA Capital Trading Co. Ltd မှ ပေးသွင်း ငွေ-၇၉၇၀၁၂၅

(ကျပ်ခုနှစ်သန်းကိုးသိန်း ခုနှစ်သောင်း ရှစ်ထောင်တစ်ရာနှစ်ဆယ်ငါး တိတိ/-)

ငွေစာရင်း ခေါင်းစဉ်။ ၁၅တစ်-၂။ ၀၂။ လျော်ကြေးငွေ။

မြို့ နယ် သစ် တော ဦး စီး ဌာ န
မင်း ဘူး (စ က) မြို့ နယ် ၊ မင်း ဘူး မြို့
စာအမှတ် ၊ ၂၆၁ / ၈၉၈၁၁
ရက်စွဲ ၊ ၂၀၁၅ ခု နှစ် ၊ ဇွန် လ (၁၈) ရက်

မြို့နယ်ဦးစီးဌာနမှူးရုံး၊ သစ်တောဦးစီးဌာန
စာအမှတ်၊............
ရက်စွဲ၊............
မင်းဘူးမြို့

" ထောက်ခံချက် "

မင်းဘူး(စကု)မြို့နယ် ၊ ဇီးအိုင်ကျေးရွာအုပ်စု ၊ လေးပင်-အိုင်းမအဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း မင်းဘူးမြို့မှ (၁၅)မိုင် (၆)ဖာလုံခန့်အကွာ မင်းဘူး-အမ်းကားလမ်း၏ မြောက်ဘက်(၅)ဖာလုံခန့်အကွာ ပင်းတလဲချောင်း ၏ အနောက်ဘက်ရှိ လျှောက်ထားမြေ(၇၀၀)ဧကသည် ခန့်မှန်းမြေပုံညွှန်း 84 - L 12

T - 913384

T - 926384

T - 926360

T - 913360 တွင်း တည်ရှိပါသည်။

အဆိုပါဧရိယာ(၇၀၀)ဧကသည် (AVA Capital Trading Ltd) နေရောင်ခြည်စွမ်းအင်သုံး ဓါတ်အား ပေးစက်ရုံတည်ဆောက်ရန် လျှောက်ထားမြေတွင် ပါဝင်သွားသော လုံးပတ်(၁)ပေနှင့်အထက် အပင်များအတွက် သစ်တော ဦးစီးဌာနသို့ လျော်ကြေးငွေပေးသွင်းပြီးဖြစ်ခြင်း ၊ သစ်တောဦးစီးဌာနပိုင် ဓိုက်ခင်းများနှင့် လွတ်ကင်းခြင်းတို့ကြောင့် စက်ရုံတည်ဆောက်ခြင်းအား ကန့်ကွက်ရန်မရှိကြောင်း ထောက်ခံအပ်ပါသည်။

18.6.15

(လှငွေး)
မြို့နယ်ဦးစီးဌာနမှူး
သစ်တောဦးစီးဌာန၊မင်းဘူးမြို့

နေရောင်ခြည်သုံးလျှပ်စစ်စွမ်းအားထုတ်စက်ရုံမြေနေရာ
တည်နေရာပြမြေပုံကြမ်း



မင်းဘူး(စကု)မြို့နယ်
မြေပုံညွှန်းအမှတ် ၈၄ အယ်လ် ၁၂

ညွှန်ပြချက်

ယခင်တင်ပြခဲ့သော ၁၃၀ဧက

ယခုလျှောက်ထားနေရာ ၇၀၀ဧက

ကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူးရုံး
စာအမှတ်၊..................
ရက်စွဲ၊....................

ထောက်ခံချက်

ဦးအောင်သီဟ (၁၂/ဗဟန(နိုင်)၁၇၉၂၂၆) မှ မင်းဘူး(စကု) မြို့နယ်အတွင်း မင်းလှကျင်းကျေးရွာအုပ်စု မင်းဘူးမှ (၁၆/၃)မိုင်မှ (၁၉/၂)မိုင်ခန့် မင်းဘူး-ပဒါန်း လမ်း၏ မြောက်ဘက်ရှိ မြေလွတ်မြေရိုင်း(၇၀၀)ဧကခန့်အား နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်ရန် အတွက် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်း လုပ်ကိုင်ခွင့် ခွင့်ပြုမိန့် လျှောက်ထားလိုသော မြေနေရာအားကောင်းစွာသိရှိပါသည်။

အဆိုပါမြေအား မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းလုပ်ကိုင်ခွင့်တင်ပြသည့် မြေနေရာအား မင်းလှကျင်းကျေးရွာအုပ်စု အုပ်ချုပ်ရေးမှူးရုံးအနေဖြင့် ကန့်ကွက်ရန် မရှိပါကြောင်း ထောက်ခံ တင်ပြအပ်ပါသည်။

အုပ်ချုပ်ရေးမှူး
မင်းလှကျင်းကျေးရွာအုပ်စု

ရက်စွဲ။၂၀၁၆ခုနှစ်၊ ဇန်နဝါရီ လ(၁၇)ရက်

ကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူး
ကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူးရုံး
မင်းလှကျင်းကျေးရွာအုပ်စု၊မင်းဘူး(စကု)မြို့နယ်

ထောက်ခံချက်

ဦးအောင်သီဟ (၁၂/ဗဟန(နိုင်)၀၇၉၂၂၆) မှ မင်းဘူး(စကု) မြို့နယ်အတွင်း မင်းလှကျင်း ကျေးရွာအုပ်စု မင်းဘူးမှ (၁၆/၃)မိုင်မှ (၁၉/၂)မိုင်ခန့် မင်းဘူး-ပဒါန်း လမ်း၏ မြောက်ဘက်ရှိ မြေလွတ် မြေရိုင်း(၇၀၀)ဧကခန့်အား နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်ရန် အတွက် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်း လုပ်ကိုင်ခွင့် ခွင့်ပြုမိန့် လျှောက်ထားလိုသော မြေနေရာအားကောင်းစွာသိရှိပါသည်။

အဆိုပါမြေအား မြေလွတ်၊မြေလပ် နှင့် မြေရိုင်း လုပ်ကိုင် ခွင့်လျှောက်ထား တင်ပြသည့် မြေနေရာ [illegible] ဦးစီးဌာန၏စီမံကိန်းလုပ်ငန်းဧရိယာများနှင့် ကင်းလွတ်သည့် နေရာဖြစ်ပါကြောင်း နှင့် သီးနှံဖြစ်ထွန်း [illegible]မှုမရှိသောမြေနေရာဖြစ်ခြင်းကြောင့် ကန့်ကွက်ရန် မရှိပါ ကြောင်း ထောက်ခံတင်ပြအပ်ပါသည်။

မြို့နယ်စိုက်ပျိုးရေးဦးစီးဌာန

(သိန်းနိုင်ဝင်း၊ စက/၄၃၇၉)
မြို့နယ်ဦးစီးမှူး
မင်းဘူးမြို့နယ်စိုက်ပျိုးရေးဦးစီးဌာန

ရက်စွဲ။ ၂၀၁၆ခုနှစ်၊ မေ လ(၁၀)ရက်

လျှောက်ထားမြေစိစစ်ဖော်ပြချက်

ဦးအောင်သီဟ (၁၂/ဗဟန(နိုင်)၀၇၉၂၂၆) မှ မင်းဘူး(စကု) မြို့နယ်အတွင်း မင်းလှကျင်းကျေးရွာအုပ်စု မင်းဘူးမှ (၁၆/၃)မိုင်မှ (၁၉/၂)မိုင်ခန့် မင်းဘူး-ပဒါန်း လမ်း၏ မြောက်ဘက်ရှိ မြေလွတ်မြေရိုင်း(၇၀၀)ဧကခန့်အား နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်ရန် အတွက် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်း လုပ်ကိုင်ခွင့် ခွင့်ပြုမိန့် လျှောက်ထားလိုသော မြေနေရာအားကောင်းစွာသိရှိပါသည်။

အဆိုပါမြေအား မြေလွတ်၊မြေလပ် နှင့် မြေရိုင်း လုပ်ကိုင် ခွင့်လျှောက်ထား တင်ပြသည့် မြေနေရာသည် ဤဌာန၏စီမံကိန်းလုပ်ငန်းဧရိယာများနှင့် ကင်းလွတ်သည့် နေရာဖြစ်ပါကြောင်း နှင့် ရေစီးရေလာအနှောက်အယှက်မရှိခြင်းကြောင့် ကန့်ကွက်ရန် မရှိပါ ကြောင်း ထောက်ခံတင်ပြအပ်ပါသည်။

(မြတ်စောသိန်း)
ဦးစီးအရာရှိ(မြို့ပြ)
ဆည်မြောင်းဦးစီးဌာန
ဆည်မြောင်းဦးစီးဌာန

ဦးစီးအရာရှိ၊ဆည်မြောင်းဦးစီးဌာန
စာအမှတ်..................
ရက်စွဲ..................
မင်းဘူး

ရက်စွဲ။၂၀၁၆ခုနှစ်၊ မတ် လ(၁၀)ရက်

မြို့ နယ် သစ် တော ဦး စီး ဌာ န
မင်း ဘူး (စ ကု) မြို့ နယ် ၊ မင်း ဘူး မြို့
စာအမှတ် ၊ ၂၆၁ / ၈၉၈၁၁
ရက်စွဲ ၊ ၂၀၁၅ ခု နှစ် ၊ ဇွန် လ (၁၈) ရက်

" ထောက်ခံချက် "

မင်းဘူး(စကု)မြို့နယ် ၊ ဇီးအိုင်ကျေးရွာအုပ်စု ၊ လေးပင်–အိုင်းမအဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း မင်းဘူးမြို့မှ (၁၅)မိုင် (၆)ဖာလုံခန့်အကွာ မင်းဘူး–အမ်းကားလမ်း၏ မြောက်ဘက်(၅)ဖာလုံခန့်အကွာ ပင်းတလဲချောင်း၏ အနောက်ဘက်ရှိ လျှောက်ထားမြေ(၇၀၀)ကေသည် ခန့်မှန်းမြေပုံညွှန်း 84 - L / 12

T - 913384

T - 926384

T - 926360

T - 913360 တွင်း တည်ရှိပါသည်။

အဆိုပါဧရိယာ(၇၀၀)ကေသည် (AVA Capital Trading Ltd) နေရောင်ခြည်စွမ်းအင်သုံး ဓါတ်အား ပေးစက်ရုံတည်ဆောက်ရန် လျှောက်ထားမြေတွင် ပါဝင်သွားသော လုံးပတ်(၁)ပေနှင့်အထက် အပင်များအတွက် သစ်တော ဦးစီးဌာနသို့ လျော်ကြေးငွေပေးသွင်းပြီးဖြစ်ခြင်း ၊ သစ်တောဦးစီးဌာနပိုင် စိုက်ခင်းများနှင့် လွတ်ကင်းခြင်းတို့ကြောင့် စက်ရုံတည်ဆောက်ခြင်းအား ကန့်ကွက်ရန်မရှိကြောင်း ထောက်ခံအပ်ပါသည်။

18.6.15

(လှဌေး)
မြို့နယ်ဦးစီးဌာနမှူး
သစ်တောဦးစီးဌာန၊မင်းဘူးမြို့

" မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၏ထောက်ခံချက် "

မင်းဘူး(စကု)မြို့နယ်၊မင်းလှကျွင်းကျေးရွာအုပ်စု၊မင်းဘူး-ပဒါန်းလမ်း၏မြောက်ဘက်မိုင်တိုင်(၁၆/၃)မိုင်မှ (၁၉/၂)မိုင်ခန့်အကွာ လေးပင်-အိုင်းမအဆိုပြုကာကွယ်တောအတွင်းရှိ မြေလွတ်မြေရိုင်း(၈၃၆)ဧကခန့်အနက် လျှောက်ထားမြေ(၇၀၀)ဧကအား ဦးအောင်သီဟ(၁၂/ဗဟန(နိုင်)၀၇၉၂၂၆)မှနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်ရန် မြေလွတ်မြေရိုင်းလုပ်ကိုင်ခွင့် လျှောက်ထားလာခြင်းနှင့်ပတ်သက်၍ သက်ဆိုင်ရာကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူး၏ထောက်ခံချက် မြို့နယ်စိုက်ပျိုးရေးဦးစီးဌာန၏ထောက်ခံချက်၊မြို့နယ် ဆည်မြောင်းဦးစီးဌာန၏ထောက်ခံချက်၊မြို့နယ်သစ်တောဦးစီးဌာန၏ထောက်ခံချက်၊မြို့နယ်လယ်ယာမြေ စီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၏မြေရာဇဝင်စီစစ်များနှင့်အတူ တင်ပြလာခြင်းအပေါ် (၁၄-၃-၂၀၁၆)ရက် နေ့တွင် မြို့နယ် အုပ်ချုပ်ရေးမှူး၊ မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာနမှူးနှင့် ကျေးရွာအုပ်စု အုပ်ချုပ်ရေးမှူးတို့၏ ကွင်းဆင်းစစ်ဆေးချက်အရ ကန့်ကွက်ရန်မရှိကြောင်း ထပ်ဆင့်ထောက်ခံအပ်ပါသည်။

ညီညီဝင်း
အုပ်ချုပ်ရေးမှူး

ရက်စွဲ။ ၂၀၁၆ ခုနှစ်၊ မတ်လ ၁၄ ရက်။

ဦးအောင်သီဟ၏ နေရောင်ခြည်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်ရန်
မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းလုပ်ကိုင်ခွင့်လျှောက်ထားမြေအပေါ်မြို့နယ်ဦးစီးဌာနမှူး၏စိစစ်ချက်

မင်းဘူး(စကု)မြို့နယ်၊ မင်းဘူးမြို့မှ (၁၆/၃)မိုင်မှ (၁၉/၂)မိုင်ခန့်အကွာ၊ မင်းဘူး-ပဒါန်း လမ်း၏ မြောက်ဘက်ရှိ မြေလွတ်မြေရိုင်း(၈၃၆)ဧက ခန့်အား နေရောင်ခြည်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံ တည်ဆောက်ရန် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းလုပ်ကိုင်ခွင့် လျှောက်ထားမြေသည်-

မြေပုံညွှန်း T- 909380
T- 922383
T- 930359
T- 914355

ဤဌာနစာရင်းမြေပုံအရတောရိုင်းမြေအတွင်းဖြစ်ကြောင်းကွင်းဆင်းစိစစ်တွေ့ရှိရပါသည်။

ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နှင့် သစ်တောရေးရာဝန်ကြီးဌာန၊ ပြည်ထောင်စုဝန်ကြီးရုံး၏ ၈.၁.၂၀၁၆ ရက်စွဲပါစာအမှတ် ၃(၂)၀၃(ခ)(၃)/(၀၉၈/၂၀၁၆) အရ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံ အတွက် ထပ်မံလျှောက်ထားလာသော (၁၃၆)ဧကကို လိုအပ်မည်ဆိုပါက ကြိုးပြင်ကာကွယ်တော သတ်မှတ်သည့်ဧရိယာအတွင်းကျရောက်ပြီး တောဖုံးလွှမ်းမှုကောင်းမွန်ခြင်းတို့ကြောင့် ကြိုးပြင်ကာကွယ်တော သတ်မှတ်ပြီးမှ နှစ်ရှည်မြေငှားရမ်းစနစ်ဖြင့်သာဆောင်ရွက်ရန် အကြောင်းကြားလာမှုအပေါ် လျှောက်ထားသူ ဦးအောင်သီဟမှ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန၊ သစ်တောဦးစီးဌာနမှ ခွင့်ပြုသော (၇၀၀)ဧကကိုသာ လျှောက်ထားရန် (၈.၃.၂၀၁၆)ရက်စွဲပါစာအမှတ် -၉ဆလ(အေဗွီအေ/၀၀၆/၂၀၁၆)ဖြင့် ပြင်ဆင်ရေးကူးပေးရန်မိတ္တူပေးပို့လျှောက်ထားလာပါသည်။

သို့ဖြစ်ပါ၍ မင်းဘူး(စကု)မြို့နယ် လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာနမှူး အနေဖြင့် မြေပြင်သို့ကွင်းဆင်းစိစစ်ရာ လျှောက်ထားမြေ(၇၀၀)ဧက ၏ မြေပုံညွှန်းမှာ-

T- 912380
T- 922383
T- 929360
T- 915357

အတွင်းကျရောက်ပြီးဤဌာနစာရင်းမြေပုံအရတောရိုင်းမြေအတွင်းဖြစ်ကြောင်းကွင်းဆင်းစိစစ် တွေ့ရှိရပါသည်။

အဆိုပါ လျှောက်ထားမြေ(၇၀၀)ဧကသည် တောင်သူများလုပ်ကိုင်နေသည့် လယ်ယာမြေ လုပ်ကွက်များ ၊ စားကျက်မြေနှင့် အဆောက်အဦးမြေများအပြင် သစ်တောကြိုးဝိုင်းအတွင်း ကျရောက် ခြင်းမရှိပါ ။ လေးပင်-အိုင်းမအဆိုပြုကာကွယ်တောအတွင်းကျရောက်ပါသည်။ သို့ဖြစ်ပါ၍ အဆိုပါမြေအား မြေလွတ်၊မြေလပ် နှင့် မြေရိုင်း လုပ်ကိုင်ခွင့် တင်ပြမှုအပေါ် ခွင့်ပြုသင့်ပါကြောင်း စိစစ်တင်ပြအပ်ပါသည်။

(အောင်မင်း)
ဦးစီးအရာရှိ
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
မင်းဘူးမြို့

ရက်စွဲ။၂၀၁၆ခုနှစ်၊ မတ် လ(၉)ရက်

မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများ လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့် စိစစ်ဆေးချက်

၁။ **လျှောက်ထားသူနှင့်ပတ်သက်သည့်အချက်များ**

(က) လျှောက်ထားသူအမည်/အဖွဲ့အစည်း - ဦးအောင်သီဟ(AVA Capital Trading Ltd)

(ခ) နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကဒ်အမှတ်- ၁၂/ဗဟန(နိုင်)၀၇၉၂၂၆

(ဂ) အဘအမည် - ဦးသီဟ

(ဃ) အလုပ်အကိုင် - အုပ်ချုပ်မှုဒါရိုက်တာ(AVA Capital Trading Ltd)

(င) အမြဲနေထိုင်သည့်နေရပ်လိပ်စာ - အမှတ်(၁၂၃/က)၊ရွှေဂုံတိုင်လမ်း၊အနောက်ရွှေဂုံတိုင် ရပ်ကွက်၊ဗဟန်းမြို့နယ်၊ရန်ကုန်တိုင်း

၂။ **လျှောက်ထားသည့်မြေလွတ်၊မြေလပ်၊မြေရိုင်းနှင့်ပတ်သက်သည့်အချက်အလက်များ**

(က) တိုင်းဒေသကြီး/ပြည်နယ် - မကွေးတိုင်းဒေသကြီး

(ခ) မြို့နယ် - မင်းဘူး(စကု)မြို့နယ်

(ဂ) ရပ်ကွက်/ကျေးရွာအုပ်စု - မင်းလှကျင်း

(ဃ) ကွင်းအမှတ်/အမည် - ၁၂၇၃၊ ခုတ်ကြီးကွင်း

(င) ဦးပိုင်/မြေကွက်အမှတ် - -

(စ) မြေမျိုးအမည် - တောရိုင်း

(ဆ) ဧရိယာ(ဧက) - ၇၀၀ ဧက

၃။ **လျှောက်ထားသည့်အကြောင်းအရာ** -နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည် ဆောက်ရန်

၄။ **လျှောက်ထားသည့်မြေသည်မြေလွတ်၊မြေလပ်၊မြေရိုင်းနှင့်ပတ်သက်၍ စိစစ်ချက်များ**

(က) လျှောက်ထားမြေသည် အမှန်တကယ်မြေ၊မြေလပ်နှင့်မြေရိုင်း ဟုတ်ပါသည်။

(ခ) လျှောက်ထားမြေပေါ်တွင် မူလလက်ငုတ်လုပ်ကိုင်နေသူများမရှိပါ။

(ဂ) လျှောက်ထားမြေပေါ်တွင် ကျူးကျော်လုပ်ကိုင်နေသူများမရှိပါ။

(ဃ) လျှောက်ထားမြေအား အခြားသူများသို့ လုပ်ပိုင်ခွင့်ချထားပေးခြင်းမရှိပါ။

(င) လျှောက်ထားမြေသည် ထပ်နေခြင်း၊ အပြိုင်လျှောက်ထားခြင်းမရှိပါ။

(စ) လျှောက်ထားသည့် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းသည်သစ်တောကြိုးဝိုင်းအတွင်း ကျရောက်ခြင်း မရှိပါ။ သစ်တောဦးစီးဌာန၏ ထောက်ခံချက်ပါရှိပါသည်။

(ဆ) လျှောက်ထားသည့် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းသည် စားကျက်မြေအတွင်းကျရောက် ခြင်း မရှိပါ။ မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၏ ထောက်ခံချက်ပါရှိပါသည်။

(ဇ) လျှောက်ထားသည့် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းကို လျှောက်ထားသည့်အတိုင်းအသုံးပြုပါက ပတ်ဝန်းကျင်သီးနှံထိခိုက်မှုနှင့် ရေစီးရေလာများအား အနှောက်အယှက် အတားအဆီး ဖြစ်စိနိုင်မှု မရှိကြောင်း ထောက်ခံ ချက်များ ပါရှိပါသည်။

(ဈ) လျှောက်ထားမြေသည် မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ (၂၄.၁၀.၂၀၁၃)ရက်စွဲပါစာအမှတ် ၅/၄၃-၂၂၁/ဦး၆ မြေစာရင်းပုံစံ(၁၀၅)ရေးကူးခွင့်တင်ပြမှုနှင့်ပတ်သက်၍ ကန့်ကွက်ရန်မရှိကြောင်း အကြောင်းကြား ထားသောမြေဖြစ်ပါသည်။

၅။ **ရင်းနှီးမြှုပ်နှံမှုနှင့်စပ်လျဉ်း၍စိစစ်တွေ့ရှိချက်**

(က) လျှောက်ထားသူက တင်ပြသည့် ရင်းနှီးမြှုပ်နှံမည့်ငွေပမာဏနှင့် တွက်ချက်မှု၊ရင်းနှီးမြှုပ်နှံမည့်ငွေရှိကြောင်း အထောက်အထားအား လျှောက်ထားသူမှ တင်ပြထားပါသည်။

(ခ) စိစစ်ရရှိသည့် ရင်းနှီးမြှုပ်နှံမှုပမာဏနှင့် တွက်ချက်မှု-

(ဂ) လျှောက်ထားသူမှ ပေးသွင်းရမည့် အာမခံကြေး-

(ဃ) လျှောက်ထားသူမှ ချေးငွေရလိုကြောင်း တင်ပြထားခြင်းမရှိပါ။

၆။ **လုပ်ကိုင်/အသုံးပြုမည့်လုပ်ငန်းနှင့်စပ်လျဉ်း၍ စိစစ်တွေ့ရှိချက်**

(က) လျှောက်ထားသည့်မြေသည် လုပ်ကိုင်/အသုံးပြုသည့်လုပ်ငန်းနှင့် ကိုက်ညီဆီလျော်မှုရှိပါသည်။

(ခ) လျှောက်ထားမြေကို လျှောက်ထားသည့်လုပ်ငန်းအတွက် လုပ်ပိုင်ခွင့်/အသုံးပြုခွင့်ပေးခြင်း၊ အခြား လုပ်ငန်းနှင့် သဘာဝပတ်ဝန်းကျင်ကိုထိခိုက်မှုမရှိပါ။

၇။ **လုပ်ငန်းဆောင်ရွက်မည့် အစီအစဉ်နှင့်စပ်လျဉ်း၍ စိစစ်တွေ့ရှိချက်**

၈။ **လုပ်ကိုင်ပြီးစီးရမည့်နှစ်ကာလနှင့်စပ်လျဉ်း၍စိစစ်တွေ့ရှိချက်**

၉။ **အခြားအချက်အလက်များ**

(က) သက်ဆိုင်ရာ ရပ်ကွက်အုပ်ချုပ်ရေးမှူး၏ သဘောထားထောက်ခံချက်ပါရှိပါသည်။

(ခ) လျှောက်ထားသည့်မြေ၏ ပတ်ဝန်းကျင်ပြမြေပုံပါရှိသည်။

(ဂ) လျှောက်ထားမြေတည်ရှိရာကျေးရွာအုပ်စုအညွှန်းပြမြေပုံ ပါရှိပါသည်။

ပုံစံ(၅)

မြေလွတ်မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီ

မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများ လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်လျှောက်လွှာမှတ်ပုံတင်စာရင်း

မကွေးတိုင်းဒေသကြီး၊ မင်းဘူး(စကု)မြို့နယ်၊ မင်းဘူးခရိုင်၊ မင်းလှကျင်းကျေးရွာအုပ်စု

စဉ်	လျှောက်ထားသူအမည်							လျှောက်ထားသည့်မြေ					လျှောက်လွှာစတင်ရရှိသည့်နေ့	လျှောက်လွှာစိစစ်ရန်ပေးပို့သည့်နေ့	လုပ်ငန်းစာတွဲရရှိသည့်နေ့
	အမည်	လူမျိုး	အဘအမည်	အသက်	နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကဒ်အမှတ်	အလုပ်အကိုင်	နေရပ်	ရပ်ကွက်/ကျေးရွာအုပ်စု	ကွင်းအမှတ်/အမည်	ဦးပိုင်အမှတ်/မြေကွက်အမှတ်	မြေမျိုး	ဧရိယာ(ဧက)			
၁	ဦးအောင်သီဟ	မြန်မာ	ဦးသီဟ		၁၂/ဗဟန(နိုင်)၀၇၉၂၂၆	ကုန်သည်	ရန်ကုန်	မင်းလှကျင်း	၁၂၇၃		တောရိုင်း	၇၀၀			

အောင်မင်း

ဦးစီးအရာရှိ

မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန

မင်းဘူးမြို့

ပူးတွဲ (၁)

လျှောက်ထားသည့် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းအကြောင်းအရာ

မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးခရိုင်၊ မင်းဘူး(စကု)မြို့နယ်

စဉ်	မြို့နယ်	ရပ်ကွက်/ ကျေးရွာအုပ်စု	ကွင်း		ဦးပိုင် အမှတ်/ မြေကွက် အမှတ်	မြေမျိုး အမည်	ဧရိယာ (ဧက)	မှတ်ချက်
			အမှတ်	အမည်				
၁	၂	၃	၄က	၄ခ	၅	၆	၇	၈
၁	မင်းဘူး	မင်းလှကျင်း	၁၂၇၃	ခုတ်ကြီးကွင်း		တောရိုင်း	၇၀၀	

အောင်မင်း
ဦးစီးအရာရှိ
မြို့နယ်[illegible]ဒိုပံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန

မြို့နယ်ဦးစီးဌာနမှူး၊လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန၊မင်းဘူးမြို့၏စိစစ်တွေ့ရှိချက်

ကျိုးကြောင်းဖော်ပြချက်

၁။ ဦးအောင်သီဟ (၁၂/ဗဟန(နိုင်)၀၇၉၂၂၆) မှ မင်းဘူး(စကု)မြို့နယ်၊ မင်းဘူးမြို့မှ (၁၆/၃)မိုင်မှ (၁၉/၂)မိုင်ခန့်အကွာ၊ မင်းဘူး-ပဒါန်း လမ်း၏ မြောက်ဘက်ရှိ မြေလွတ်မြေရိုင်း(၈၃၆)ဧက ခန့်အား နေရောင်ခြည်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံ တည်ဆောက် ရန် မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းလုပ်ကိုင်ခွင့် လျှောက်ထားမြေသည်-

မြေပုံညွှန်း T- 909380
T- 922383
T- 930359
T- 914355

ဤဌာနစာရင်းမြေပုံအရတောရိုင်းမြေအတွင်းဖြစ်ကြောင်းကွင်းဆင်းစိစစ်တွေ့ရှိရပါသည်။

ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နှင့် သစ်တောရေးရာဝန်ကြီးဌာန၊ ပြည်ထောင်စုဝန်ကြီးရုံး၏ ၈.၁.၂၀၁၆ ရက်စွဲပါစာအမှတ် ၃(၂)၀၃(ခ)(၃)/(၀၉၈/၂၀၁၆) အရ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ် အားပေးစက်ရုံ အတွက် ထပ်မံလျှောက်ထားလာသော (၁၃၆)ဧကကို လိုအပ်မည်ဆိုပါက ကြိုးပြင်ကာကွယ်တော သတ်မှတ်သည့်ဧရိယာအတွင်းကျရောက်ပြီး တောဖုံးလွှမ်းမှုကောင်းမွန်ခြင်းတို့ကြောင့် ကြိုးပြင်ကာကွယ်တော သတ်မှတ်ပြီးမှ နစ်ရှည်မြေငှားရမ်းစနစ်ဖြင့်သာဆောင်ရွက်ရန် အကြောင်းကြားလာမှု အပေါ် လျှောက်ထားသူ ဦးအောင်သီဟမှ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန၊ သစ်တောဦးစီးဌာနမှ ခွင့်ပြုသော (၇၀၀)ဧကကိုသာ လျှောက်ထားရန် (၈.၃.၂၀၁၆)ရက်စွဲပါစာအမှတ် - ၉ဆလ(အေဗွီအေ/၀၀၆/၂၀၁၆)ဖြင့် ပြင်ဆင်ရေးကူးပေးရန်မိတ္တူပေးပို့လျှောက်ထားလာပါသည်။

သို့ဖြစ်ပါ၍ မင်းဘူး(စကု)မြို့နယ် လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာနမှူး အနေဖြင့် မြေပြင်သို့ကွင်းဆင်းစိစစ်ရာ လျှောက်ထားမြေ(၇၀၀)ဧကအား နေရောင်ခြည်သုံးလျှပ်စစ်ဓါတ်အား ပေးစက်ရုံတည်ဆောက်ရန်အတွက် မြေလွတ်မြေရိုင်းလုပ်ကိုင်ခွင့် လျှောက်ထားခြင်းဖြစ်ပါသည်။

လျှောက်ထားမြေ၏တည်နေရာ၊အကျယ်အဝန်းနှင့်နယ်နိမိတ်အလားအလာ

၂။ လျှောက်ထားမြေသည် မကွေးတိုင်းဒေသကြီး၊ မင်းဘူးခရိုင်၊ မင်းဘူး(စကု)မြို့နယ် မင်းလှ ကျင်း ကျေးရွာအုပ်စုအတွင်း တည်ရှိပါသည်။

၃။ အဆိုပါမြေသည် မင်းဘူးမြို့မှ မိုင်(၁၆)ခန့်ကွာဝေးပြီး မင်းဘူး-အမ်းလမ်း မြောက်ဘက်တွင် တည်ရှိပ်သည်။ မြေပုံညွှန်းအားဖြင့်-

T- 912380
T- 922383
T- 929360
T- 915357

အတွင်းတည်ရှိပါသည်။

၄။ လျှောက်ထားမြေသည် -

အရှေ့လားသော်	- တောရိုင်းမြေ
အနောက်လားသော်	- တောရိုင်းမြေ
တောင်လမ်းသော်	- တောရိုင်းမြေ
မြောက်လားသော်	- တောရိုင်းမြေ တို့အကြား တည်ရှိကြောင်းကွင်းဆင်းစိစစ်

တွေ့ရှိရပါသည်။

ပိုင်ဆိုင်ခွင့်/လုပ်ကိုင်ခွင့်အခြေအနေ

၅။ လျှောက်ထားမြေသည် တောရိုင်းမြေဖြစ်ပြီး ကျူးကျော်စိုက်ပျိုးလုပ်ကိုင်မှု တစ်စုံတစ်ရာမရှိသည့် အတွက် ပိုင်ဆိုင်မှုလုပ်ကိုင်မှုနှင့်ပတ်သက်၍ ပြဿနာတစ်စုံတစ်ရာမရှိပေ။

၆။ လျှောက်ထားမြေတွင် အဘိုးတန်သစ်ပင်များပေါက်ရောက်နေခြင်း မရှိသည့်အပြင် ကြိုးဝိုင်း၊ ကြိုးပြင်ကာကွယ်တောများ၊ အဆိုပြုကာကွယ်တောများ အတွင်းကျရောက်ခြင်းမရှိပါ။ ဆည်မြောင်းဦးစီးဌာန၊ စိုက်ပျိုးရေးဦးစီးဌာနများ၏ စီမံကိန်းလုပ်ငန်းသတ်မှတ်နေရာ လည်းမဟုတ် သည့်အတွက် အစိုးရလုပ်ငန်းဌာနများ၏ စီမံကိန်းလုပ်ငန်းများနှင့် ပတ်သက်၍လည်း ပြဿနာတစ်စုံတစ်ရာမရှိပါကြောင်း စိစစ်တွေ့ရှိရပါသည်။

အစိုးရအဆောက်အဦးများဆောက်လုပ်မှုအခြေအနေ

၇။ လျှောက်ထားမြေတွင် မည့်သည့်လူနေအိမ်၊တဲအိမ်နှင့် အခြားအဆောက်အဦးများ ဆောက်လုပ်ထားခြင်း မရှိသည့်အပြင် လျှောက်ထားသည့်ကုမ္ပဏီမှ ကြိုတင်၍ မြေညှိခြင်း၊အဆောက်အဦးဆောက်လုပ်ထားခြင်းများ ရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

အထွေထွေတင်ပြချက်

၈။ ဦးအောင်သီဟ (၁၂/ဗဟန(နိုင်)၀၇၉၂၂၆) (AVA Capital Trading Co,Ltd) ကုမ္ပဏီမှ နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်၍လျှပ်စစ်ဓါတ်အားများဖြန့်ဖြူးရောင်းချရန် အတွက် လွတ်မြေရိုင်းလုပ်ကိုင်ခွင့် လျှောက်ထားမြေဖြစ်ပါသည်။ မြို့နယ်စိုက်ပျိုးရေးဦးစီးဌာန၊ မြို့နယ်ဆည်မြောင်းဦးစီးဌာန၊ သစ်တောဦးစီးဌာနများမှလည်း ထောက်ခံထား သည်ကို တွေ့ရှိရပါသည်။

(အောင်မင်း)
ဦးစီးအရာရှိ
လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
မင်းဘူးမြို့

ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ မတ်လ(၁၅)ရက်

AVA Capital Trading Limited

ကိုယ်ရေးရာဇဝင်အကျဉ်း

အမည်	- ဦးအောင်သီဟ
မွေးသက္ကရာဇ်	- ၂၄ . ၅ . ၁၉၈၁
နိုင်ငံသားမှတ်ပုံတင်အမှတ်	- ၁၂/ဗဟန (နိုင်) ၀၇၉၂၂၆
အဘအမည်	- ဦးသီဟ
လူမျိုး	- မြန်မာ
ကိုးကွယ်သည့်ဘာသာ	- ဗုဒ္ဓဘာသာ
သွေးအုပ်စု	- အေ
အရပ်	- ၅' ၈"
ကိုယ်အလေးချိန်	- ၁၃၀ ပေါင်
ပညာအရည်အချင်း	- BA in Economics and International Relations (Boston University), MSc.in Finance and Economics (London School of Economics), MS in Real Estate Finance and Investments (New York University)
အလုပ်အကိုင်	- အုပ်ချုပ်မှုဒါရိုက်တာ (AVA Capital Trading Ltd.)
နေရပ်လိပ်စာ	- အမှတ် (၁၂၃/က)၊ ရွှေဂုံတိုင်လမ်း၊ အနောက်ရွှေဂုံတိုင်ရပ်ကွက်၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်တိုင်း။
ဖုန်းနံပါတ်	- ၀၉ - ၅၄၀၉၂၆၆, ၀၁- ၈၆၀ ၄၆၆၁ ~ ၆၅

U Aung Thiha
Managing Director
AVA Capital Trading Ltd.

၄၀

003596

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ....၂၃၇၇.. / ၂၀၁၂-၂၀၁၃

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ....အေ ဗွီ အေ ကက်ပစ်တယ် ထရေးဒင်း လီမိတက်....

.... အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်

ကုမ္ပဏီအဖြစ် ၂၀၁၂ နှစ်၊ ....စက်တင်ဘာ.... လ၊ ၁၃ ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ရောင်းဝယ်ရေး
TRADING

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နန်းရီရီသန်း ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. ....2377..........of 2012-2013

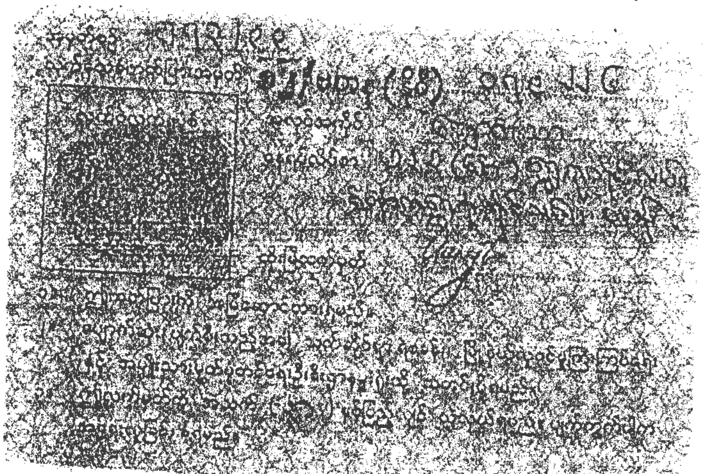
I hereby certify that.............A V A CAPITAL TRADING LIMITED.............

.... is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Nay Pyi Taw this.........THIRTEENTH.........day of ......SEPTEMBER, TWO THOUSAND AND TWELVE.......

For Director General
(Nang Yi Yi Than , Director)
Directorate of Investment and Company Administration


နိုင်ငံသားစိစစ်ရေးကတ်ပြား



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ် ၃(၂)/၀၃(ခ)(၃)/(၀၉၀ /၂၀၁၆)
ရက်စွဲ ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီလ ၈ ရက်

သို့

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

အကြောင်းအရာ။ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေး စက်ရုံအတွက် မြေနေရာ အခြေအနေကိစ္စ

ရည်ညွှန်းချက်။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၆-၁၁-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၁/၂ (မြေ)(၁၅၃၁၉)/ ၂၀၁၅

၁။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ မင်းဘူးနေရောင်ခြည် စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေး စက်ရုံအတွက် မြေနေရာ အခြေအနေအား ရည်ညွှန်းစာဖြင့် ညှိနှိုင်းတင်ပြလာပါသည်။

၂။ အဆိုပါကိစ္စနှင့်စပ်လျဉ်း၍ ထပ်မံပေးပို့ထားလာသော မြေနေရာ(၁၃၆)ဧကကို စိစစ်ရာတွင် လေးပင်- အိုင်းမကြိုးပြင် ကာကွယ်တော (၃၃၈၈၀)ဧကအား ပြည်ထောင်စုဝန်ကြီးရုံး၏ ၅- ၅ -၂၀၀၉ ရက်စွဲပါ အမိန့်ကြော်ငြာစာအမှတ်၊ (၁၈/ ၂၀၀၉)ဖြင့် ရည်ရွယ်ကြောင်း ကြေငြာခဲ့သော်လည်း နယ်နိမိတ်နှင့်ထိစပ်နေသော ယာမြေ၊ ရွာမြေ၊ စိမ်းအုပ်ချုပ်ရန်ခက်ခဲသော ယာကွက်များကြား တောကျန်၊ စုစုပေါင်း (၁၄၈၁၃) ဧကအား ဖယ်ထုတ်၍ နယ်နိမိတ်အသစ်ရေးဆွဲပြီး ကြိုးပြင်ကာကွယ်တောအတွင်းရှိ ယာမြေ၊ ရွာမြေ၊ နေရောင်ခြည်စွမ်းအင်သုံး ဓါတ်အားပေးစက်ရုံ မြေနေရာနှင့် ယာကွက်များကြား တောကျန် စုစုပေါင်း (၃၅၃၇)ဧကအား ချန်လှပ်၍ ကျန်ရှိသည့် (၁၅၅၃၀)ဧကအား လေးပင်- အိုင်းမကြိုးပြင် ကာကွယ်တောအဖြစ် သတ်မှတ်သင့်ပါကြောင်း ကြေးတိုင်ပုံစံ(၁)မှ (၅)အား တင်ပြလာပြီးဖြစ်ပါ၍ အဆိုပါမြေဧရိယာ (၁၃၆)ဧကသည် ကြိုးပြင်ကာကွယ်တောအတွင်း ချန်လှပ်လိုသည့် (၃၅၃၇)ဧကတွင် ပါဝင်မှုမရှိဘဲ ကြိုးပြင်ကာကွယ်တော သတ်မှတ်မည့် ဧရိယာ (၁၅၅၃၀)ဧကအတွင်း ပါဝင်လျက်ရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

၃။ သို့ဖြစ်ပါ၍ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံအတွက် ထပ်မံ လျှောက်ထားလာသော မြေနေရာ (၁၃၆) ဧကကို လိုအပ်မည်ဆိုပါက ကြိုးပြင်ကာကွယ်တော သတ်မှတ်မည့် ဧရိယာအတွင်း ကျရောက်ပြီး တောဖုံးလွှမ်းမှုကောင်းမွန်ခြင်းတို့ကြောင့် ကြိုးပြင် ကာကွယ်တောသတ်မှတ်ပြီးမှ နှစ်ရှည်မြေငှားရမ်းစနစ်ဖြင့်သာ ဆောင်ရွက်ခွင့်ပြုနိုင်မည်ဖြစ် ပါကြောင်း ညှိနှိုင်းပြန်ကြားအပ်ပါသည်။

၈/၂

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(မျိုးညွန့်၊ ဒုတိယအမြဲတမ်းအတွင်းဝန်)

၈/၂

မိတ္တူကို
ညွှန်ကြားရေးမှူးချုပ်
သစ်တောဦးစီးဌာန

T.F. No.1 NOTE - To be prepared by the payer in duplicate. **Art. 5, C.A.C.**

မှတ်ရန်အချက်။ ။ ငွေပေးသွင်းသူက မိတ္တူနှစ်စောင်ရေးသွင်းရမည်။

Union MD - 010418

ရှုမိန့်ပါတ် မြန်မာနေရှာ၊ စီးပွါးဘဏ်၊ မင်းဘူးမြို့ ငွေတိုက်ရှိရာရှိ

၁ပေအထက်သစ်ပင် ၄၂၅၅ ပင်လျှော်ကြေး အတွက်လည်း

AVA Capital Trading Co. Ltd ကပေးရန်ရှိသည့်

ငွေပေါင်း(စာဖြင့်) ကျပ်ခုနှစ်သန်းကိုးသိန်းခုနှစ်သောင်း နှစ်ဆယ်ငါးတိတိ ငွေ (ကိန်းဖြင့်) ၇၉၇၀၀၂၅

ကိုလက်ခံပါမည့်အကြောင်း။ သစ်တော ဦးစီး ဌာန ဉပဒေ အာဏာအရပေးပါကြောင်း။

မင်းဘူး မြို့ } (ကိုကျော်) ငွေပေးသွင်းသူ၏ လက်မှတ်၊

၅-၄-၂၀၁၄ နေ့စွဲ }

Chalan No. 56	**Credit.**

To

THE TREASURY OFFICER

PLEASE receive the sum of Kyat (*in words*) ______

______ K (*in figures*) ______

being the amount payable by ______

on account of * ______

Authority under which payment is made is ______

STATION ______ } ______

Dated, ______ 20 } *Signatures of the payer.*

ပယ်ဆင်လက်မှတ်ရေးထိုးပါသည် Examined and entered. ၁၅/၇၈ နံ့(ဒိုင်) ၀၂၁၀၈၄၂ *Treasurer.* *Head Accountant*

Received the sum of kyat (*in words*) ______

K (*in figures*) ______ on the above account

STATION ______ (အမ်ခေါဆောင်) ECONOMIC

Dated, ______ *Treasurer.* *Head Account.* *Treasury officer.*

* Full details should be given. If on account of previous payment, the month, date of payment, number of voucher, etc. should also be stated.

* အကြောင်းအရာများကို ပြည့်စုံစွာရေးထည့်ရမည်။ အရင်ပေးသွင်းထားသည့်ငွေအတွက်ဖြစ်လျှင်၊ ထိုသို့ ထုတ်ပေးသည့် ဘောက်ချာနံပါတ်၊ လနှင့် နေ့ရက် စသည်တို့ကိုလည်း ဖော်ပြရမည်။

တိုင်း ဒေသကြီး သစ်တောဦး စီး ဌာန-မကွေး မြို့၏ (၁၃-၁၂-၁၃) ရက်စွဲပါစာ အမှတ်၊ ၁၅၃၄၁-၄၃/မ(၈)-၁အရ နေရောင်ခြည်စွမ်း အင်သုံး မျိုးအား ပေးရှင်ရှိ (၅၀) မဂ္ဂါဝပ်တည် ဆောက်မည့်မြေဧရိယာ (၇၀၀) ဧက (လေး အင်-အိုင်း မအဆိုပြုဧရာကွယ်တော်) ပင်ကျရောက်သည့်ရင်စို့လုံး ပတ်(၁)ပေ နှင့်အထက်တိုင်း တာစာရင်း အရ၄၂၅၅ပင် × (၁၇၅၁/နှုန်း ဖြင့် AVA Capital Trading Co. Ltd မှပေး သွင်း ငွေ-၇၉၇၀၀၂၅/ (ကျပ်ခုနှစ်သန်း ကိုး သိန်း ခုနှစ် သောင်း ၇စ် ထောင်တစ်ရာနှစ်ဆယ်ငါး တိတိ/-) ငွေစာရင်း ခေါင်း စဉ်။ ၁၅၈၈-၂။၀၂။ လျှော်ကြေး ငွေ။

မြို့ နယ် သစ် တော ဦး စီး ဌာ န
မင်း ဘူး (စ ကု) မြို့ နယ်၊ မင်း ဘူး မြို့
စာအမှတ်၊ ၂၆၁ / ၈၄၈၁၁
ရက်စွဲ ၊ ၂၀၁၅ ခု နှစ် ၊ ဇွန် လ (၁၈) ရက်

" ထောက်ခံချက် "

မင်းဘူး(စကု)မြို့နယ် ၊ ဇီးအိုင်ကျေးရွာအုပ်စု ၊ လေးပင်-အိုင်းမအသိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း မင်းဘူးမြို့မှ (၁၅)မိုင် (၆)ဖာလုံခန့်အကွာ မင်းဘူး-အမ်းကားလမ်း၏ မြောက်ဘက်(၅)ဖာလုံခန့်အကွာ ပင်းတလဲချောင်း၏ အနောက်ဘက်ရှိ လျှောက်ထားမြေ(၇၀၀)ကေသည် ခန့်မှန်းမြေပုံညွှန်း 84 - L / 12

T - 913384

T - 926384

T - 926360

T - 913360 တွင်း တည်ရှိပါသည်။

အဆိုပါဧရိယာ(၇၀၀)ကေသည် (AVA Capital Trading Ltd) နေရောင်ခြည်စွမ်းအင်သုံး ဓါတ်အား ပေးစက်ရုံတည်ဆောက်ရန် လျှောက်ထားမြေတွင် ပါဝင်သွားသော လုံးပတ်(၁)ပေနှင့်အထက် အပင်များအတွက် သစ်တော ဦးစီးဌာနသို့ လျော်ကြေးငွေပေးသွင်းပြီးဖြစ်ခြင်း ၊ သစ်တောဦးစီးဌာနပိုင် စိုက်ခင်းများနှင့် လွတ်ကင်းခြင်းတို့ကြောင့် စက်ရုံတည်ဆောက်ခြင်းအား ကန့်ကွက်ရန်မရှိကြောင်း ထောက်ခံအပ်ပါသည်။

18. 6. 15

(လှငွေး)
မြို့နယ်ဦးစီးဌာနမှူး
သစ်တောဦးစီးဌာန၊မင်းဘူးမြို့

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
မကွေးတိုင်းဒေသကြီး

စာအမှတ်၊ ၅ / ၄၃ - ၃၂၂ / ဦး ၆
ရက်စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဇူလိုင်လ ၄ ရက်

သို့

မန်နေဂျင်းဒါရိုက်တာ
AVA Capital Trading Co., Ltd
အမှတ်(၁၂၃-အေ)၊ ရွှေဂုံတိုင်လမ်း
ဗဟန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

အကြောင်းအရာ။ **နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေးစက်ရုံတည်ဆောက်ရန် မြေစာရင်းပုံစံ(၁၀၅)မြေပုံရေးကူးခွင့်ကိစ္စ**

ရည် ညွှန်း ချက်။ ယင်း၏ ၂၈.၆.၂၀၁၃ ရက်စွဲပါစာအမှတ်၊ ၁ ဆလ (အေဗွီအေ)(၀၀၅)/၂၀၁၃

၁။ AVA Capital Trading Co., Ltd နှင့် ထိုင်းနိုင်ငံ Green Earth Power Co., Ltd တို့ အနေဖြင့် မင်းဘူးခရိုင်၊ မင်းဘူး(စကု)မြို့နယ်၊ လေးပင်-အိုင်းမ အဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေးစက်ရုံတည်ဆောက်နိုင်ရေးအတွက် မြေစာရင်းပုံစံ(၁၀၅)မြေပုံ ရေးကူးခွင့်ရရှိရေး ရည်ညွှန်းပါစာဖြင့်တင်ပြထားရှိပါသည်။

၂။ အဆိုပါတင်ပြချက်နှင့်ပတ်သက်ပြီး (၃.၇.၂၀၁၃)ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မကွေးတိုင်း ဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေးမှတ်တမ်း အမှတ်စဉ်(၂၁/၂၀၁၃)၊ ဆုံးဖြတ်ချက်အပိုဒ်(၂)အရ ကန့်ကွက်ရန် မရှိကြောင်းနှင့် ၎င်းမြေနေရာမှာ ကြိုးပြင်ကာကွယ်တောအတွင်းကျရောက်နေသည့်အတွက် သက်ဆိုင်ရာ ဝန်ကြီးဌာန၏ သဘောတူညီချက်ရယူ ဆောင်ရွက်သွားရန် အကြောင်းကြားပါသည်။

ဝန်ကြီးချုပ် (ကိုယ်စား)
(နေဝင်း၊ အတွင်းရေးမှူး)

မိတ္တူကို

ညွှန်ကြားရေးမှူး၊ တိုင်းဒေသကြီးသစ်တောဦးစီးဌာန၊ မကွေးမြို့
တိုင်းဒေသကြီးလျှပ်စစ်အင်ဂျင်နီယာ၊ လျှပ်စစ်ဓာတ်အားဖြန့်ဖြူးရေးလုပ်ငန်း၊ မကွေးမြို့
တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ တိုင်းဒေသကြီးမြေစာရင်းဦးစီးဌာန၊ မကွေးမြို့
လက်ခံစာတွဲ/ မျှောစာတွဲ

Economic

KASIKORNTHAI

CONFIDENTIAL

Our Ref, 787-0439/2015

September 07, 2015

Dear Sir :

This letter serves as bank reference for our customer. We are pleased to give you the following details on our customer's account with us :

1. Title of account : GREEN EARTH POWER (THAILAND) CO.,LTD

2. Customer of CENTRAL EMBASSY BRANCH

3. Type of account : Saving Deposit Account No. 787-2-18010-3

Overdraft on sound securities:***THB0.00***

4. Length of time account maintained : 1 year

5. Balance of account on 29 June 2015 : Credit balance ***USD 10,745,671.751 ***

6. Name of applicant : GREEN EARTH POWER (THAILAND) CO.,LTD

7. Comment : Considered financially sound

Very truly yours,

KASIKORNBANK

PUBLIC COMPANY LIMITED

Mr. Jarumyo Panit

ASSISTANT BRANCH MANAGER

This information is given in confidence without any liabilities to this bank or any of its officers.

รายการเดินบัญชีเงินฝากออมทรัพย์
活期储蓄账户对账单
STATEMENT OF SAVINGS DEPOSIT

ธนาคารกสิกรไทย
开泰银行 KASIKORNBANK

Page 1/1

Name GREEN EARTH POWER (THAILAND) CO.,LTD
Address Level 18 Park Ventures Ecoplex 57 wireless Road
Lumpini Pathumwan Bangkok 10330 Thailand

Owner Branch 0787
CENTRAL EMBASSY BRANCH
Account Number 787-2-18010-3

Date	Description	Withdrawal-Deposit	Outstanding Balance	Branch Code Channel	Teller ID	Time Eff.Date
29-06-2015	Beginning Interest		0.00			
29-06-2015	Beginning Balance		1,000.00			
29-06-2015	Cheque Money Transfer No Book	366,319,950.50	366,320,950.50	0391	00643	112939
	Ending Balance		366,320,950.50			
	TOTAL WITHDRAWAL = 0 ITEMS	0.00				
	TOTAL DEPOSIT = 1 ITEMS	366,319,950.50				

Printed by K0447874 Central Embassy Branch Date 06-07-2015 Time 10:53:08

KANBAWZA BANK
KYAUKTADAR BRANCH
No(33-39), Corner of Bank St & Maharbandoola St,
Kyauktada Tsp. Yangon
Ph: (01)373952-53,
Fax: 373962-63

Date : 04 May, 2016

ACCOUNT NO. : 06010906005036701 (USD)
NAME : GEP (MYANMAR) CO., LTD
NRC : , 12/BAHANA(N)079226,
ADDRESS : SUITE 213, PEARL CONDO, , KABAR AYE PAGODA ROAD, BAHAN TSP, YANGON, MYANMAR

PHONE : 9799928443

Statement Of Transaction For The Date Between 01/04/2016 and 30/04/2016

Date_Time	Description	Debit	Credit	Balance
01/04/2016	Opening Balance - -			4,591.25
07/04/2016	By Transfer - FT Incoming Amount - - -		75,000.00	79,591.25
[illegible]/04/2016	By Transfer - FT Incoming Amount - - -		200,000.00	279,591.25
22/04/2016	To Transfer - CHEQUE TRANSFER 06010906004209101 - 00373035 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906004209101 BEST COLOUR CO., LTD. - -	10,000.00		269,591.25
22/04/2016	To Transfer - CUSTOMER TRANSFER CHARGE 06010906004209101 - 00373035 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906004209101 BEST COLOUR CO., LTD. - -	2.00		269,589.25
25/04/2016	To Transfer - CHEQUE TRANSFER 06010906000386601 - 00373037 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906000386601 MYANMAR CLASSIC GROUP CO;LTD - -	50,500.00		219,089.25
25/04/2016	To Transfer - CUSTOMER TRANSFER CHARGE 06010906000386601 - 00373037 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906000386601 MYANMAR CLASSIC GROUP CO;LTD - -	2.00		219,087.25
26/04/2016	To Transfer - CHEQUE TRANSFER 06010906000386601 - 00373038 KTD- TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906000386601 MYANMAR CLASSIC GROUP CO;LTD - -	20,000.00		199,087.25
26/04/2016	To Transfer - CUSTOMER TRANSFER CHARGE 06010906000386601 - 00373038 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906000386601 MYANMAR CLASSIC GROUP CO;LTD - -	2.00		199,085.25
28/04/2016	To Transfer - CHEQUE TRANSFER 06010906004048201 - 00373036 TRF,IBD,TR TO AVA EXECUTIVE OFFICES CO., LTD. 06010906004048201 - -	54,000.00		145,085.25
28/04/2016	To Transfer - CUSTOMER TRANSFER CHARGE 06010906004048201 - 00373036 TRF,IBD,TR TO AVA EXECUTIVE OFFICES CO., LTD. 06010906004048201 - -	2.00		145,083.25
[illegible]3/04/2016	To Transfer - CHEQUE TRANSFER 06010906001846601 - 00373039 KTD- TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906001846601 SHWE TAUNG JUNCTION CITY DEVELOPMENT CO., LTD. - -	30,000.00		115,083.25
28/04/2016	To Transfer - CUSTOMER TRANSFER CHARGE 06010906001846601 - 00373039 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906001846601 SHWE TAUNG JUNCTION CITY DEVELOPMENT CO., LTD. - -	2.00		115,081.25
30/04/2016	Closing Balance			115,081.25
No. of Debit	: 10 Debit Total	164,510.00		
No. of Credit	: 2 Credit Total		275,000.00	

Thank You For Banking With KYAUKTADAR BRANCH

Please report any discrepancies found on your statement immediately.
N.B – Statement will not be sent unless there is a change of transaction.

Asst: / DY Manager

Without Reversal

GREEN EARTH POWER (THAILAND) COMPANY LIMITED
Level 18, Park Ventures Ecoplex, 57 Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 309-3592 Fax: +662 309-3434

Date: May 23, 3016
Document No. GEP (01-16) GEP/MM (G)

To Whom It May Concern.

This is certifying that U Aung Thiha holding NRC No. 12/BaHaNa (Naing) 079226 is one of an Executive Director for Green Earth Power (Thailand) Co., Ltd. Then, he is also Managing Director from AVA Capital Trading Ltd.

Therefore, we would like to certify that U Aung Thiha holding NRC No. 12/BaHaNa 079226 is one of a partner of our Green Earth Power (Thailand) Co., Ltd.

Sincerely

Supasit Skontanarak
Managing Director
Green Earth Power (Thailand) Co., Ltd.

Copy;
Office Receive

KANBAWZA BANK
KYAUKTADAR BRANCH
No(33-39), Corner of Bank St & Maharbandoola St,
Kyauktada Tsp. Yangon
Ph: (01)373952-53,
Fax: 373962-63

ACCOUNT NO. : 06010906005036701 (USD)
NAME : GEP (MYANMAR) CO., LTD
NRC : , 12/BAHANA(N)079226,
ADDRESS : SUITE 213, PEARL CONDO, , KABAR AYE PAGODA ROAD, BAHAN TSP, YANGON, MYANMAR

PHONE : 9799928443

Date : 31 March, 2016

Statement Of Transaction For The Date Between 01/03/2016 and 30/03/2016

Date_Time	Description	Debit	Credit	Balance
01/03/2016	Opening Balance - -			0.00
04/03/2016	By Cash - Deposit Cash transaction KTD-DAW THIRI OO,09799928443 - -		100.00	100.00
04/03/2016	To Transfer - COMMISSION 330601017 - KTD-DAW THIRI OO,09799928443 - -	0.30		99.70
04/03/2016	To Transfer - Cash Handling Fee 330601017 - KTD-DAW THIRI OO,09799928443 - -	0.45		99.25
09/03/2016	By Transfer - FT Incoming Amount - - -		75,000.00	75,099.25
09/03/2016	To Transfer - CHEQUE TRANSFER 06010906000386601 - 00373031 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD GEP TO 06010906000386601 MYANMAR CLASSIC GROUP CO;LTD - -	5,000.00		70,099.25
09/03/2016	To Transfer - CUSTOMER TRANSFER CHARGE 06010906000386601 - 00373031 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD GEP TO 06010906000386601 MYANMAR CLASSIC GROUP CO;LTD - -	2.00		70,097.25
14/03/2016	To Transfer - CHEQUE TRANSFER 06010906005036001 - 00373032 KTD- TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906005036001 JCH CONSTRUCTION CO., LTD - -	40,000.00		30,097.25
14/03/2016	To Transfer - CUSTOMER TRANSFER CHARGE 06010906005036001 - 00373032 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906005036001 JCH CONSTRUCTION CO., LTD - -	2.00		30,095.25
22/03/2016	To Transfer - CHEQUE TRANSFER 06010906003648101 - 00373033 KTD- TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906003648101 BENHUR INDUSTRIES CO.,LTD - -	13,000.00		17,095.25
22/03/2016	To Transfer - CUSTOMER TRANSFER CHARGE 06010906003648101 - 00373033 KTD-TR FROM 06010906005036701 GEP (MYANMAR) CO., LTD TO 06010906003648101 BENHUR INDUSTRIES CO.,LTD - -	2.00		17,093.25
30/03/2016	Closing Balance			17,093.25

No. of Debit	: 8	Debit Total	58,006.75	
No. of Credit	: 2	Credit Total		75,100.00

Thank You For Banking With KYAUKTADAR BRANCH

Please report any discrepancies found on your statement immediately.
N.B – Statement will not be sent unless there is a change of transaction.

For Balance Enquiry Only

Asst: / DY Manager

Asst; Manager
Kyauktada Branch
Kanbawza Bank Limited

KANBAWZA BANK LTD. KYAUKTADA BRANCH

Without Reversal

AVA Capital

AVA Capital Trading Ltd.
No.123(A), Shwegondine Road
Bahan Township
Yangon, Myanmar.
Tel: +951 230 4800
Fax: +951 230 4800

လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန
မကွေးတိုင်း

စာအမှတ် ၆၂၁
ရက်စွဲ ၈-၃-၂၀၁၆

သို့

မြို့နယ်ဦးစီးဌာနမှူး
လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန
မင်းဘူးမြို့

စာအမှတ် ၊ ၉ ဆလ (အေဗွီအေ/၀၀၅ / ၂၀၁၆)
ရက် စွဲ ၊ ၂၀၁၆ခုနှစ်၊ မတ်လ (၁) ရက်

အကြောင်းအရာ။ ။မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းလုပ်ပိုင်ခွင့် ၊ အသုံးပြုခွင့် လျှောက်ထားခြင်းကိစ္စ။

၁။ မင်းဘူးမြို့နယ်၊ မင်းလှကွင်းကျေးရွာအုပ်စုအတွင်းရှိ မြေဧရိယာ (၈၃၆.၀၀)ဧကအား " နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံ " မြေနေရာအဖြစ် အသုံးပြုရန် (AVA Capital Trading Ltd)က မြေလွတ်၊ မြေရိုင်း လုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့် ရရှိရန်အတွက် မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများစီမံခန့်ခွဲရေးဗဟိုကော်မတီသို့ လျှောက်ထားခဲ့ ပါသည်။

၂။ အဆိုပါလျှောက်ထားမြေမှာ လေးပင်အိုင်းမအဆိုပြုကြိုးဖြင့်ကာကွယ်တောအတွင်း မြေဧက ၇၀၀ ဧကအား ရင်စို့လုံးပတ် ၁ ပေနှင့်အထက် အပင် (၄၂၅၅)ပင် အတွက် လျော်ကြေးငွေကျပ် (၇၉၇၈၁၂၅)ကို မိမိတို့မှ ပေးသွင်းမည် ဖြစ်၍ သစ်တောဦးစီးဌာနပိုင် စိုက်ခင်းများနှင့် ကင်းလွတ်သဖြင့် စက်ရုံတည်ဆောက်ခြင်းအား ကန့်ကွက်ရန်မရှိကြောင်း မြို့နယ်သစ်တောဦးစီးဌာနက ထောက်ခံခဲ့ပြီး ကျန်(၁၃၆) ဧကမှာ ကြိုးဖြင့်ကာကွယ်သော သတ်မှတ်မည့် ဧရိယာအတွင်း ကျရောက်ပြီး တောပိုးလွှမ်းမှု ကောင်းမွန်ခြင်းတို့ကြောင့် ကြိုးဖြင့်ကာကွယ်တော သတ်မှတ်ပြီးမှ နှစ်ရှည်မြေ ငှားမည်ဖြစ် သာ ဆောင်ရွက်ခွင့်ပြုနိုင်မည်ဖြစ်ကြောင်း ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာနက ပြန်ကြားထား ရှိပါသည်။

၃။ သို့ဖြစ်ပါ၍ (AVA Capital Trading Ltd) အနေဖြင့် ယခင်လျှောက်ထားခဲ့သည့် မြေဧရိယာ (၈၃၆)ဧကအစား သစ်တောဦးစီးဌာနမှ ကန့်ကွက်မှုမရှိသည့် မြေဧရိယာ (၇၀၀)ဧကကိုသာ မြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့် လျှောက်ထားဆောင်ရွက်သွားမည်ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

Aung Thiha
Managing Director
AVA Capital Trading Ltd

မိတ္တူကို -

- တိုင်းဒေသကြီးဦးစီးဌာနမှူး ၊ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန၊ မကွေးမြို့
- ခရိုင်ဦးစီးဌာနမှူး၊ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့် စာရင်းအင်းဦးစီးဌာန၊ မင်းဘူးခရိုင်။

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ် ၃(၂)/၀၃(ခ)(၃)/(၀၉၀ /၂၀၁၆)
ရက်စွဲ ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီလ ၈ ရက်

သို့

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

အကြောင်းအရာ။ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေး စက်ရုံအတွက် မြေနေရာ အခြေအနေကိစ္စ

ရည်ညွှန်းချက်။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၆-၁၁-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၁/၂ (မြေ)(၁၅၃၁၉)/ ၂၀၁၅

၁။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ မင်းဘူးနေရောင်ခြည် စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေး စက်ရုံအတွက် မြေနေရာ အခြေအနေအား ရည်ညွှန်းစာဖြင့် ညှိနှိုင်းတင်ပြလာပါသည်။

၂။ အဆိုပါကိစ္စနှင့်စပ်လျဉ်း၍ ထပ်မံလျှောက်ထားလာသော မြေနေရာ(၁၃၆)ဧကကို စိစစ်ရာတွင် လေးပင်- အိုင်းမကြိုးပြင် ကာကွယ်တော (၃၃၈၈၀)ဧကအား ပြည်ထောင်စုဝန်ကြီးရုံး၏ ၅- ၅ -၂၀၀၉ ရက်စွဲပါ အမိန့်ကြော်ငြာစာအမှတ်၊ (၁၈/ ၂၀၀၉)ဖြင့် ရည်ရွယ်ကြောင်း ကြေငြာခဲ့သော်လည်း နယ်နိမိတ်နှင့်ထိစပ်နေသော ယာမြေ၊ ရွာမြေ၊ စိမ့်အုပ်ချုပ်ရန်ခက်ခဲသော ယာကွက်များကြား တောကျန်၊ စုစုပေါင်း (၁၄၈၁၃) ဧကအား ဖယ်ထုတ်၍ နယ်နိမိတ်အသစ်ရေးဆွဲပြီး ကြိုးပြင်ကာကွယ်တောအတွင်းရှိ ယာမြေ၊ ရွာမြေ၊ နေရောင်ခြည်စွမ်းအင်သုံး ဓါတ်အားပေးစက်ရုံ မြေနေရာနှင့် ယာကွက်များကြား တောကျန် စုစုပေါင်း (၃၅၃၇)ဧကအား ချန်လှပ်၍ ကျန်ရှိသည့် (၁၅၅၃၀)ဧကအား လေးပင်- အိုင်းမကြိုးပြင် ကာကွယ်တောအဖြစ် သတ်မှတ်သင့်ပါကြောင်း ကြေးတိုင်ပုံစံ(၁)မှ (၅)အား တင်ပြလာပြီးဖြစ်ပါ၍ အဆိုပါမြေဧရိယာ (၁၃၆)ဧကသည် ကြိုးပြင်ကာကွယ်တောအတွင်း ချန်လှပ်လိုသည့် (၃၅၃၇)ဧကတွင် ပါဝင်မှုမရှိဘဲ ကြိုးပြင်ကာကွယ်တော သတ်မှတ်မည့် ဧရိယာ (၁၅၅၃၀)ဧကအတွင်း ပါဝင်လျက်ရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

-၂-

၃။ သို့ဖြစ်ပါ၍ မင်းဘူးနေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံအတွက် ထပ်မံလျှောက်ထားလာသော မြေနေရာ (၁၃၆) ဧကကို လိုအပ်မည်ဆိုပါက ကြိုးပြင်ကာကွယ်တောသတ်မှတ်မည့် ဧရိယာအတွင်း ကျရောက်ပြီး တောဖုံးလွှမ်းမှုကောင်းမွန်ခြင်းတို့ကြောင့် ကြိုးပြင်ကာကွယ်တောသတ်မှတ်ပြီးမှ နှစ်ရှည်မြေငှားရမ်းစနစ်ဖြင့်သာ ဆောင်ရွက်ခွင့်ပြုနိုင်မည်ဖြစ်ပါကြောင်း ညှိနှိုင်းပြန်ကြားအပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(မျိုးညွန့်၊ ဒုတိယအမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို
ညွှန်ကြားရေးမှူးချုပ်
သစ်တောဦးစီးဌာန

T.F. No.1 NOTE - To be prepared by the payer in duplicate. **Art. 5, C.A.C.**

မှတ်ရန်အချက်။ ။ ငွေပေးသွင်းသူက မိတ္တူနှစ်စောင်ရေးသွင်းရမည်။

ရှုပ်နှိန်းပါတ် မန္တလေးတိုင်းဒေသကြီး မင်းဘူး မြို့ ကွေ့တိုက်ရာရှိ ၁ပေအထက်သစ်ပင် ၄၂၅၅ ပင်လျှော့ အတွက်ငွေ AVA Capital Trading Co. Ltd ကငွေပေးရန်ရှိသည့်	**Chalan No.** ၅၂ **Credit.**
ငွေပေါင်း(စာဖြင့်) ကျပ်ခုနစ်သန်းကိုးသိန်းခုနစ်သောင်း ... နှစ်ဆယ်ငါးတိတိ (ကောန်းဖြင့်) ၇၉၇၀၁၂၅	To **THE TREASURY OFFICER**
ကိုလက်ခံပါမည့်အကြောင်း။ သစ်တောဦးစီးဌာန	PLEASE receive the sum of Kyat (*in words*)
၃ ၀ ၆၃ အကကာအရပေးပါကြောင်း။	K (*in figures*)
မင်းဘူး မြို့။	being the amount payable by
၄-၄-၂၀၁၄ နေ့စွဲ။ (ကိုကိုကျော်) ငွေပေးသွင်းသူ၏ လက်မှတ်။	on account of *
	Authority under which payment is made is
	STATION
	Dated. 20 *Signatures of the payer.*

Examined and entered. ၁၅၂/၇က နှ (နိုင်) ၉၂၀၇၄၂ *Treasurer.* *Head Accountant*

Received the sum of kyat (*in words*) ______

K (*in figures*) ______ on the above account

STATION ______ (အမ်ဝေါဆောင်) ______

Dated, ______ *Treasurer.* *Head Account.* *Treasury officer.*

* Full details should be given. If on account of previous payment, the month, date of payment, number of voucher, etc. should also be stated.

* အကြောင်းအရာများကို ပြည့်စုံစွာရေးသည့်ရမည်။ အရင်ပေးထားသည့်ငွေအတွက်ဖြစ်လျှင်၊ ထိုသို့ တုတ်ပေးသည့် ဘောက်ချာနံပါတ်၊ လနှင့် နေ့ရက် စသည်တို့ကိုပါ ရေးထိုးရမည်။

တိုင်းဒေသကြီး သစ်တောဦးစီးဌာန-မကွေး မြို့၏ (၁၃-၁၂-၁၃) ရက်စွဲပါစာအမှတ်၊ ၁၅၃၄၁-၄၃/မ(က)-၁အရ နေရောင်ခြည်စွမ်းအင်သုံး ရောင်ဘီအား ပေးရွှေ့ရှိ (၅၀) မဂ္ဂါဝပ်တည် ဆောက်မည့်ဧရိယာ (၇၀၀) ဧက (လေး ဆင်-အိုင်း မအာဆိုပြုအ ၁ကွယ်တော်) တွင်ကျရောက်သည့်ရင်စိုလုံး ပတ်(၁)ပေ နှင့်အထက်တိုင်း တစ်စရင်း အရ၄၂၅၅ပင် × ၁၈၇၅/ ကျပ်နှုန်းဖြင့် AVA Capital Trading Co. Ltd မှပေးသွင်း ငွေ-၇၉၇၀၁၂၅/ (ကျပ်ခုနစ်သန်းကိုးသိန်းခုနစ်သောင်းတစ်ထောင်တစ်ရာနှစ်ဆယ်ငါးတိတိ/-) ငွေစာရင်းခေါင်း စဉ်။ ၁၅တစ်-၂။ ၀၂။ လျှော်ကြေးငွေ။

မြို့နယ်သစ်တောဦးစီးဌာန

မင်းဘူး(စကု)မြို့နယ်၊ မင်းဘူးမြို့

စာအမှတ်၊ ၂၆၁ / ၈၄၈၁၁

ရက်စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဇွန်လ (၁၈) ရက်

မြို့နယ်ဦးစီးဌာနမှူးရုံး၊ သစ်တောဦးစီးဌာန
စာအမှတ်၊..........
ရက်စွဲ၊..........
မင်းဘူးမြို့

" ထောက်ခံချက် "

မင်းဘူး(စကု)မြို့နယ်၊ ဇီးအိုင်ကျေးရွာအုပ်စု၊ လေးပင်-အိုင်းမအဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း မင်းဘူးမြို့မှ (၁၅)မိုင် (၆)ဖာလုံခန့်အကွာ မင်းဘူး-အမ်းကားလမ်း၏ မြောက်ဘက်(၅)ဖာလုံခန့်အကွာ ပင်းတလဲချောင်း၏ အနောက်ဘက်ရှိ လျှောက်ထားမြေ(၇၀၀)ဧကသည် ခန့်မှန်းမြေပုံညွှန်း 84 - L / 12

T - 913384

T - 926384

T - 926360

T - 913360 တွင်း တည်ရှိပါသည်။

အဆိုပါဧရိယာ(၇၀၀)ဧကသည် (AVA Capital Trading Ltd) နေရောင်ခြည်စွမ်းအင်သုံး ဓါတ်အား ပေးစက်ရုံတည်ဆောက်ရန် လျှောက်ထားမြေတွင် ပါဝင်သွားသော လုံးပတ်(၁)ပေနှင့်အထက် အပင်များအတွက် သစ်တော ဦးစီးဌာနသို့ လျော်ကြေးငွေပေးဆောင်ရန်ဖြစ်ခြင်း၊ သစ်တောဦးစီးဌာနပိုင် ဝိုက်ခင်းများနှင့် လွတ်ကင်းခြင်းတို့ကြောင့် စက်ရုံတည်ဆောက်ခြင်းအား ကန့်ကွက်ရန်မရှိကြောင်း ထောက်ခံအပ်ပါသည်။

၁၈.၆.၁၅

(လုခဌေး)

မြို့နယ်ဦးစီးဌာနမှူး

သစ်တောဦးစီးဌာန၊ မင်းဘူးမြို့

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
မကွေးတိုင်းဒေသကြီး

စာအမှတ်၊ ၅ / ၄၃ - ၃၂၂ / ဦး ၆
ရက်စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဇူလိုင်လ ၄ ရက်

သို့

မန်နေဂျင်းဒါရိုက်တာ
AVA Capital Trading Co., Ltd
အမှတ်(၁၂၃-အေ)၊ ရွှေဂုံတိုင်လမ်း
ဗဟန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

အကြောင်းအရာ။ **နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်မာတ်အားပေးစက်ရုံတည်ဆောက်ရန် မြေစာရင်းပုံစံ(၁၀၅)မြေပုံရေးကူးခွင့်ကိစ္စ**

ရည် ညွှန်း ချက်။ ယင်း၏ ၂၈.၆.၂၀၁၃ ရက်စွဲပါစာအမှတ်၊ ၁ ဆလ (အေဗွီအေ)(၀၀၅)/၂၀၁၃

၁။ AVA Capital Trading Co., Ltd နှင့် ထိုင်းနိုင်ငံ Green Earth Power Co., Ltd တို့ အနေဖြင့် မင်းဘူးခရိုင်၊ မင်းဘူး(စကု)မြို့နယ်၊ လေးပင်-အိုင်းမ အဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်း နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေးစက်ရုံတည်ဆောက်နိုင်ရေးအတွက် မြေစာရင်းပုံစံ(၁၀၅)မြေပုံရေးကူးခွင့်ရရှိရေး ရည်ညွှန်းပါစာဖြင့်တင်ပြထားရှိပါသည်။

၂။ အဆိုပါတင်ပြချက်နှင့်ပတ်သက်ပြီး (၃.၇.၂၀၁၃)ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေးမှတ်တမ်း အမှတ်စဉ်(၂၁/၂၀၁၃)၊ ဆုံးဖြတ်ချက်အပိုဒ်(၂)အရ ကန့်ကွက်ရန်မရှိကြောင်းနှင့် ၎င်းမြေနေရာမှာ ကြိုးပြင်ကာကွယ်တောအတွင်းကျရောက်နေသည့်အတွက် သက်ဆိုင်ရာဝန်ကြီးဌာန၏ သဘောတူညီချက်ရယူ ဆောင်ရွက်သွားရန် အကြောင်းကြားပါသည်။

ဝန်ကြီးချုပ် (ကိုယ်စား)
(နေဝင်း၊ အတွင်းရေးမှူး)

မိတ္တူကို

ညွှန်ကြားရေးမှူး၊ တိုင်းဒေသကြီးသစ်တောဦးစီးဌာန၊ မကွေးမြို့
တိုင်းဒေသကြီးလျှပ်စစ်အင်ဂျင်နီယာ၊ လျှပ်စစ်ဓာတ်အားဖြန့်ဖြူးရေးလုပ်ငန်း၊ မကွေးမြို့
တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ တိုင်းဒေသကြီးမြေစာရင်းဦးစီးဌာန၊ မကွေးမြို့
လက်ခံစာတွဲ/ မျှောစာတွဲ

Economic

မကွေးတိုင်းဒေသကြီး

မြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများလုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်စိစစ်ဆေးတွေ့ရှိချက်

၁။ လျှောက်ထားသူနှင့်ပတ်သက်သည့်အချက်များ

(က)	လျှောက်ထားသူအမည်/အဖွဲ့အစည်း	- ဦးအောင်သီဟ၊ AVA Capital Trading Ltd
(ခ)	နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကဒ်အမှတ်-	၁၂/ဗဟန(နိုင်)၀၇၉၂၂၆
(ဂ)	အဘအမည်	- ဦးသီဟ
(ဃ)	အလုပ်အကိုင်	- အုပ်ချုပ်မှုဒါရိုက်တာ ၊ AVA Capital Trading Ltd
(င)	အမြဲနေထိုင်သည့်နေရပ်လိပ်စာ	- အမှတ်(၁၂၃/က)၊ ရွှေဂုံတိုင်လမ်း၊ အနောက်ရွှေဂုံတိုင်ရပ်ကွက်၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်။

၂။ လျှောက်ထားသည့်မြေလွတ်၊ မြေလပ်၊ မြေရိုင်းနှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က)	တိုင်းဒေသကြီး/ပြည်နယ်	- မကွေးတိုင်းဒေသကြီး
(ခ)	မြို့နယ်	- မင်းဘူးမြို့နယ်
(ဂ)	ရပ်ကွက်/ကျေးရွာအုပ်စု	- မင်းလှကျင်းကျေးရွာအုပ်စု
(ဃ)	ကွင်းအမှတ်/အမည်	- ၁၂၇၃/ခုတ်ကြီးကွင်း
(င)	ဦးပိုင်အမှတ်	- -
(စ)	မြေမျိုးအမည်	- တောရိုင်း
(ဆ)	ဧရိယာ(ဧက)	- (၈၃၆)ဧက

၃။ လျှောက်ထားသည့်အကြောင်းအရာ

နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံမြေနေရာအသုံးပြုရန်

၄။ လျှောက်ထားသည့်မြေလွတ်၊ မြေလပ်၊ မြေရိုင်းနှင့်စပ်လျဉ်း၍ စိစစ်တွေ့ရှိချက်များ

(က) လျှောက်ထားမြေနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်းစိစစ်တွေ့ရှိရပါသည်-

(၁) လျှောက်ထားမြေသည် တောရိုင်းမြေဖြစ်ကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၂) လျှောက်ထားမြေအတွင်း မူလလုပ်ကိုင်သောလက်ရှိလက်ငုတ်တောင်သူ မရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၃) လျှောက်ထားမြေအတွင်း ကျူးကျော်ဝင်ရောက်လုပ်ကိုင်သူမရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၄) လျှောက်ထားမြေအား အခြားမည်သူတစ်ဦးတစ်ယောက်ကိုမျှ လုပ်ပိုင်ခွင့်ချထားပေးခြင်းမရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၅) လျှောက်ထားမြေ(၈၃၆)ဧကအနက် (၇၀၀)ဧကသည် တောရှိင်းမြေဖြစ်ကြောင်း၊ တောင်သူစိုက်ပျိုးမြေများနှင့်ကင်းလွတ်ကြောင်း စိစစ်တွေ့ရှိရပြီး လျှောက်ထားမြေတွင်ပါဝင်သော လုံးပတ်(၁)ပေနှင့်အထက်အပင်များအတွက် သစ်တောဦးစီးဌာနသို့ လျော်ကြေးငွေပေးသွင်းပြီးဖြစ်ခြင်း၊ သစ်တောဦးစီးဌာနပိုင်စိုက်ခင်းများနှင့်လွတ်ကင်းခြင်းတို့ကြောင့် စက်ရုံတည်ဆောက်ခြင်းအား ကန့်ကွက်ရန်မရှိကြောင်း မင်းဘူးမြို့နယ်သစ်တောဦးစီးဌာနက ထောက်ခံတင်ပြထားရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၆) မင်းဘူးမြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာနမှ ကန့်ကွက်ရန်မရှိကြောင်း ထောက်ခံတင်ပြထားရှိပါသည်။

(၇) လျှောက်ထားမြေသည် ဌာန၏စီမံကိန်းလုပ်ငန်းဧရိယာများနှင့်ကင်းလွတ်ကြောင်းနှင့်ကန့်ကွက်ရန်မရှိကြောင်း မင်းဘူးမြို့နယ်စိုက်ပျိုးရေးဦးစီးဌာနမှ ထောက်ခံတင်ပြထားရှိပါသည်။

(၈) လျှောက်ထားမြေသည် ဌာန၏စီမံကိန်းလုပ်ငန်းဧရိယာများနှင့်ကင်းလွတ်ကြောင်းနှင့်ကန့်ကွက်ရန်မရှိကြောင်း မင်းဘူးမြို့နယ်ဆည်မြောင်းဦးစီးဌာနမှ ထောက်ခံတင်ပြထားရှိပါသည်။

(ခ) ရင်းနှီးမြှုပ်နှံမှုနှင့်စပ်လျဉ်း၍ စိစစ်တွေ့ရှိချက်

(၁) ရင်းနှီးမြှုပ်နှံငွေနှင့်ပတ်သက်၍ (KBZ Bank)တွင် (၄. ၅. ၂၀၁၆)ရက်နေ့အထိ အမေရိကန်ဒေါ်လာ(၁၁၅၀၈၁)ရှိကြောင်း Green Earth Power (Thailand) Co. Ltd အနေဖြင့် ထိုင်းနိုင်ငံရှိ KASIKORN Bank တွင် (၂၉. ၆. ၂၀၁၅)ရက်နေ့ထိ အမေရိကန်ဒေါ်လာ (၁၀. ၇၄၅)သန်းရှိကြောင်း တင်ပြထားရှိပါသည်။

(ဂ) လုပ်ကိုင်အသုံးပြုမည့်လုပ်ငန်းနှင့်ပတ်သက်၍ စိစစ်တွေ့ရှိချက်

(၁) လျှောက်ထားမြေနေရာသည် နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံလုပ်ငန်းနှင့် ကိုက်ညီဆီလျော်မှုရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၂) လျှောက်ထားမြေအား လျှောက်ထားသည့်အတိုင်း လုပ်ပိုင်ခွင့်/အသုံးပြုခွင့်ပေးခြင်းကြောင့် အခြားလုပ်ငန်းများနှင့် သဘာဝပတ်ဝန်းကျင်အား ထိခိုက်မှုမရှိနိုင်ကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(ဃ) လုပ်ငန်းဆောင်ရွက်မည့်အစီအစဉ်နှင့်စပ်လျဉ်း၍ စိစစ်တွေ့ရှိချက်

- လုပ်ငန်းလုပ်ကိုင်အကောင်အထည်ဖော်လိုသူ ထိုင်းနိုင်ငံအခြေစိုက် **Green Earth Power (Thailand) Co. Ltd** သည် ခန့်မှန်း(၂၂၀)မဂ္ဂါဝပ်နှင့်ညီမျှသည့် တစ်နှစ်လျှင်ခန့်မှန်း (၃၅၀)မီလီယံကီလိုမဂ္ဂါဝပ်နာရီ (ယူနစ်)ရှိသည့် နေရောင်ခြည်စွမ်းအင်စီမံကိန်းတစ်ခုအား စတင်အကောင်အထည်ဖော်ခြင်း၊ တည်ဆောက်ခြင်း၊ ရင်းနှီးမြှုပ်နှံခြင်း၊ လုပ်ငန်းလည်ပတ်ဆောင်ရွက်ခြင်း၊ ထိန်းသိမ်းခြင်းနှင့်လွှဲပြောင်းပေးအပ်ခြင်းများ(**BOT**)ကိုပြုလုပ်ရန် မြန်မာ့လျှပ်စစ်စွမ်းအားဌာန၊ မြန်မာ့လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် သဘောတူခဲ့ကြောင်း၊ စီမံကိန်းကာလမှာ (၄)နှစ်ဖြစ်ပြီး အဆင့်(၄)ဆင့်ဖြင့်အကောင်အထည်ဖော်ဆောင်ရွက်မည်ဖြစ်ကြောင်း စီမံကိန်းအတွက် ခန့်မှန်းကုန်ကျစရိတ်မှာ အမေရိကန်ဒေါ်လာသန်း(၃၀၀)ဖြစ်ကြောင်း လုပ်ငန်းစီမံချက်တင်ပြထားရှိပါသည်။

(င) အခြားတွေ့ရှိသည့်အချက်များ

(၁) **AVA Capital Trading Ltd** နှင့်ထိုင်းနိုင်ငံ **Green Earth Power Co. Ltd** တို့ ပူးပေါင်း၍ နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံတည်ဆောက်ရန် လျှောက်ထားမှုအပေါ် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန၏ (၂၆. ၁၁. ၂၀၁၃)ရက်စွဲပါစာဖြင့် လေးပင်-အိုင်းမ အဆိုပြုကြိုးပြင်ကာကွယ်တောအတွင်းကျရောက်သည့်မြေဧရိယာ (၇၀၀) ဧကအား အဆိုပြုကြိုးပြင်ကာကွယ်တောမှချန်လှပ်၍ ခွင့်ပြုပေးခဲ့ကြောင်း စိစစ်တွေ့ရှိရပြီး ယင်းဧရိယာအတွင်းပါဝင်သောအပင်(၄၂၅၅)ပင်အတွက် လျော်ကြေးငွေကျပ်(၇၉၇၈၁၂၅)အား မင်းဘူးမြို့၊ မြန်မာ့စီးပွားရေးဘဏ်သို့ပေးသွင်းခဲ့ပြီး အပူပိုင်းဒေသစိမ်းလန်းစိုပြည်ရေး ဦးစီးဌာန၏ (၂၀၁၃-၂၀၁၄)၊ (၂၀၁၄-၂၀၁၅)ခုနှစ်၊ သဘာဝတောကျန်ထိန်းသိမ်းခြင်းလုပ်ငန်း (၈၃၆)ဧကအတွက် ကျသင့်ငွေကျပ်(၁၈၀၁၅၈၀)အား ကုမ္ပဏီကပေးသွင်းထားပြီးဖြစ်ကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၂) AVA Capital Trading Ltd က (၉. ၃. ၂၀၁၅)ရက်စွဲပါစာဖြင့် ကျန်ရှိမြေ (၁၃၆)ဧကအား ဆောင်ရွက်ခွင့်ပြုပေးပါရန် ပြည်ထောင်စုဝန်ကြီး၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာနသို့ တင်ပြခဲ့မှု အပေါ် အောက်ဖော်ပြပါ အချက်များအရ ယခုထပ်မံတောင်းခံလာသော မြေဧရိယာ(၁၃၆)ဧကကို နိုင်ငံတော်၏ပြောင်းလဲလာသော မြေအသုံးချမှု စီမံခန့်ခွဲမှုဆိုင်ရာမူဝါဒ များအရ သက်ဆိုင်ရာတိုင်းဒေသကြီးအစိုးရအဖွဲ့ မှတဆင့် ပြည်ထောင်စု အစိုးရအဖွဲ့သို့တင်ပြလျှောက်ထားပါရန် ပတ်ဝန်း ကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာနက (၈. ၉. ၂၀၁၅) ရက်စွဲပါစာဖြင့် ကုမ္ပဏီသို့အကြောင်းပြန်ကြားခဲ့ကြောင်း စိစစ်တွေ့ရှိ ရပါသည်-

(က) ထပ်မံလျှောက်ထားလာသော(၁၃၆)ဧကသည် မင်းဘူး(စကု) မြို့နယ်၊ လေးပင်-အိုင်းမ အဆိုပြုကြိုးပြင်ကာကွယ်တော အတွင်းကျရောက်ပြီး အထက်ရွက်ပြတ်ရောနှောတောခြောက် နှင့်အင်တိုင်းတောခြောက်အမျိုးအစားဖြစ်ကာ အင်ကြင်း၊ သစ်ယာ၊ အင်၊ သစ်စေး၊ ကုက္ကို၊ ပျဉ်းမ၊ ထောက်ကြံ့၊ ဖန်ခါး၊ နဘဲ၊ ဒီဒူး၊ လွန်ဘို၊ နီပဆေး၊ ရှား၊ တယ်၊ လိန်၊ ကြို့၊ ထနောင်း၊ ကျွန်းဖို၊ ဖလံ၊ ဇီးဖြူ အစရှိသည့်အပင်များပေါက်ရောက် လျက်ရှိခြင်း၊

(ခ) အပင်စာရင်းကောက်ယူမှုများအရ အဆိုပါဧရိယာအတွင်း လုံးပတ်(၁)ပေနှင့်အထက် (၈၅)ပင်ရှိကြောင်းနှင့် အပူပိုင်း ဒေသစိမ်းလန်းစိုပြည်ရေးဦးစီးဌာန၏ (၂၀၁၃-၂၀၁၄)ခုနှစ်၊ သဘာဝတောကျန်ထိန်းသိမ်းကာကွယ်ခြင်း (၂၀၀၀)ဧက အတွင်းကျရောက်နေသည့်အပြင် ယခင်ခွင့်ပြုပြီး (၇၀၀) ဧကၥ် လုပ်ငန်းများဆောင်ရွက်ထားမှုမရှိခြင်း၊ နယ်နိမိတ် ကျောက်တိုင်များသာစိုက်ထူထား၍ ယာယီစခန်းတဲ (၁)လုံး နှင့်လုံခြုံရေးမျှော်စင်သာဆောက်လုပ်ထားခြင်း၊ တောဖုံး လွှမ်းမှုကောင်းမွန်လျက်ရှိခြင်း၊

(၃) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနက (၆. ၁၁. ၂၀၁၅)ရက်စွဲပါစာဖြင့် မင်းဘူး နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံမြေနေရာအခြေအနေအား

ညှိနှိုင်း တင်ပြလာမှုအပေါ် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာ ဝန်ကြီးဌာနက(၈. ၁. ၂၀၁၆) ရက်စွဲပါစာဖြင့် ထပ်မံလျှောက်ထားလာသောမြေနေရာ (၁၃၆)ဧကကို လိုအပ်မည်ဆိုပါက ကြိုးပြင်ကာကွယ်တောသတ်မှတ်မည့်ဧရိယာအတွင်းကျရောက်ပြီး တောဖုံးလွှမ်းမှုကောင်းမွန်ခြင်းတို့ကြောင့် ကြိုးပြင်ကာကွယ်တောသတ်မှတ်ပြီးမှ နှစ်ရှည်မြေငှားရမ်းစနစ်ဖြင့်သာဆောင်ရွက်ခွင့်ပြုနိုင်မည်ဖြစ်ပါကြောင်း လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနသို့ ညှိနှိုင်းပြန်ကြားထားရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၄) မူလလျှောက်ထားခဲ့သောမြေဧရိယာ (၈၃၆)ဧကအနက် မြေဧရိယာ (၇၀၀)ဧကကိုသာအသုံးပြုရန်လျှောက်ထားမည်ဖြစ်ပါကြောင်း AVA Capital Trading Ltd က(၈. ၃. ၂၀၁၆) ရက်စွဲပါစာဖြင့် တင်ပြထားရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(၅) ပြည်ထောင်စုမြန်မာနိုင်ငံ၏ လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်များ ပြည့်မီစေရန်အတွက် နိုင်ငံတော်အစိုးရမှ လျှပ်စစ်စွမ်းအားထုတ်လုပ်ခြင်းလုပ်ငန်းလုပ်ကိုင်လိုသူများအား အားပေးခြင်းနှင့် မြင့်တင်ခြင်းမူဝါဒကို ချမှတ်ခဲ့ကြောင်း၊ အဆိုပါနိုင်ငံတော်အစိုးရ၏မူဝါဒကို အကောင်အထည်ဖော်ရန် မြန်မာ့လျှပ်စစ်စွမ်းအားဌာန၊ မြန်မာ့လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် လျှပ်စစ်စွမ်းအင်များထုတ်လုပ်ရောင်းချမည့်စီမံကိန်းလုပ်ငန်းလုပ်ကိုင်လိုသည့် ထိုင်းနိုင်ငံအခြေစိုက် Green Earth Power (Thailand) Co. Ltd တို့အကြား စွမ်းအင်ဝယ်ယူခြင်းနားလည်သဘောတူစာချုပ်ကို (၂၀၁၄) ခုနှစ်၊ အောက်တိုဘာလ(၁၆)ရက်နေ့တွင် လက်မှတ်ရေးထိုးခဲ့ကြကြောင်း တင်ပြထားရှိပါသည်။

(၆) လျှောက်ထားသည့်မြေနှင့်ပတ်သက်၍ မင်းလှကျင်းကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူး၊ မင်းဘူးမြို့နယ်အုပ်ချုပ်ရေးမှူးတို့၏ထောက်ခံချက်များ တင်ပြထားရှိပါသည်။

(၇) လျှောက်ထားသူသို့ လျှောက်ထားသည့်အတိုင်း မြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်/အသုံးပြုခွင့်ပေးပါက ဒေသဖွံ့ဖြိုးတိုးတက်ပြီး ဒေသခံတောင်သူများအလုပ်အကိုင်အခွင့်အလမ်းများ ရရှိနိုင်မည်ဖြစ်ပါသည်။

(စ) လျှောက်ထားသည့်မြေနှင့်လျှောက်ထားသည့်အကြောင်းအရာအပေါ် သုံးသပ်ချက်

(၁) လျှောက်ထားမြေ(၈၃၆)ဧကအနက် (၇၀၀)ဧကမှာ ကန့်ကွက်မှုမရှိခြင်း၊ သက်ဆိုင်ရာဌာနများမှလည်း ထောက်ခံတင်ပြထားခြင်း၊ အခြားလုပ်ငန်းများနှင့် သဘာဝပတ်ဝန်းကျင်အားထိခိုက်မှုမရှိခြင်းတို့ကြောင့် အဆိုပါဧက(၇၀၀)အားလျှောက်ထားသည့်အတိုင်း ခွင့်ပြုပေးသင့်ပါသည်။

(၂) လျှောက်ထားသည့်အတိုင်း လုပ်ပိုင်ခွင့်/အသုံးပြုခွင့်ပြုပါက ဒေသဖွံ့ဖြိုးတိုးတက်ပြီး ဒေသခံပြည်သူများအလုပ်အကိုင်အခွင့်အလမ်းများ ရရှိနိုင်မည်ဖြစ်သဖြင့် လျှောက်ထားမှုအပေါ် ခွင့်ပြုပေးသင့်ပါသည်။

(ဆ) လုပ်ငန်းအဖွဲ့၏သဘောထားမှတ်ချက်

- လျှောက်ထားသည့်မြေသည် နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓာတ်အားပေးစက်ရုံမြေနေရာအဖြစ်အသုံးပြုရန် သင့်လျော်သည့်မြေနေရာဖြစ်ခြင်း၊ မြန်မာ့လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် လျှပ်စစ်စွမ်းအင်များထုတ်လုပ်ရောင်းချမည့်စီမံကိန်းလုပ်ငန်းလုပ်ကိုင်လိုသည့် ထိုင်းနိုင်ငံအခြေစိုက် **Green Earth Power (Thailand) Co. Ltd** တို့အကြား စွမ်းအင်ဝယ်ယူခြင်းနားလည်သဘောတူစာချုပ်ကို (၂၀၁၄)ခုနှစ်၊ အောက်တိုဘာလ(၁၆)ရက်နေ့တွင်လက်မှတ်ရေးထိုးခဲ့ပြီးဖြစ်ခြင်း၊ ဒေသဖွံ့ဖြိုးတိုးတက်ပြီး ဒေသခံပြည်သူများအလုပ်အကိုင်အခွင့်အလမ်းများရရှိနိုင်ခြင်းတို့ကြောင့် လျှောက်ထားမြေ (၈၃၆)ဧကအနက် သစ်တောဦးစီးဌာနက ကန့်ကွက်မှုမရှိသည့်မြေဧရိယာ(၇၀၀)ဧကအား လျှောက်ထားသည့်နည်းလမ်းအတိုင်း ခွင့်ပြုပေးသင့်ပါကြောင်း တင်ပြအပ်ပါသည်။

22/2/2016

ဥက္ကဋ္ဌ(ကိုယ်စား)
(တင်နိုင်ထွန်း၊ အတွင်းရေးမှူး)
တိုင်းဒေသကြီးမြေလွတ်၊မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့
မကွေးတိုင်းဒေသကြီး ၊ မကွေးမြို့

ရက်စွဲ။ ။ ၂ . ၇. ၂၀၁၆

(၂၀၁၆)ခုနှစ်၊ ဇွန်လ (၁၄)ရက်နေ့၊ နံနက် (၀၉း၃၀)နာရီအချိန်တွင် မကွေးတိုင်းဒေသကြီးအစိုးရ အဖွဲ့ရုံးအစည်းအဝေးခန်းမ၌ ကျင်းပပြုလုပ်သည့် မကွေးတိုင်းဒေသကြီးမြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများစီမံခန့်ခွဲရေးလုပ်ငန်းအဖွဲ့ လုပ်ငန်းညှိနှိုင်းအစည်းအဝေးမှတ်တမ်းအမှတ်စဉ် (၃/၂၀၁၆)

<u>တက်ရောက်သည့်ပုဂ္ဂိုလ်များ</u>

၁။	ဒေါက်တာအောင်မိုးညို	ဝန်ကြီးချုပ်၊ မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
၂။	ဦးစိုးမြင့်	ဝန်ကြီး၊ စိုက်ပျိုးမွေးမြူရေးနှင့်ဆည်မြောင်းဝန်ကြီးဌာန၊ မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
၃။	ဒု-ဗိုလ်မှူးကြီးအောင်မင်းမင်း	ဦးစီးအရာရှိ(ပထမတန်း)စစ်ထောက်(လုပ်ငန်း) အလယ်ပိုင်းတိုင်းစစ်ဌာနချုပ်
၄။	ဒု-ဗိုလ်မှူးကြီးငွေစိုး	ဦးစီးအရာရှိ(ပထမတန်း)စစ်ထောက်(လုပ်ငန်း) အနောက်မြောက်တိုင်းစစ်ဌာနချုပ်
၅။	ဦးကျော်မြင့်	တိုင်းဒေသကြီးအုပ်ချုပ်ရေးမှူး၊ အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
၆။	ဦးခင်မောင်ဝင်း	တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ စိုက်ပျိုးရေး(စက်မှုသီးနှံ)ဦးစီးဌာန
၇။	ဒေါက်တာဝင်းမောင်	တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ မွေးမြူရေးနှင့်ကုသရေးဦးစီးဌာန
၈။	ဦးအောင်ကျော်စိုး	လက်ထောက်ညွှန်ကြားရေးမှူး၊ သစ်တောဦးစီးဌာန
၉။	ဦးကျော်သိန်း	တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ ပြည်တွင်းအခွန်များဦးစီးဌာန
၁၀။	ဦးခင်မောင်တင်	ဒု-ညွှန်ကြားရေးမှူး၊ စီမံကိန်းရေးဆွဲရေးဦးစီးဌာန
၁၁။	ဦးတင်နိုင်ထွန်း	တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန
၁၂။	ဦးအောင်ဇင်ချို	ဦးစီးအရာရှိ၊ သတ္တုတွင်းဝန်ကြီးဌာန

<u>ရည်ရွယ်ချက်</u>

၁။ မြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်၊ အသုံးပြုခွင့်လျှောက်ထားသည့် လုပ်ငန်းစာတွဲ (၃)တွဲအားပြဌာန်းထားသော ဥပဒေ၊ နည်းဥပဒေများနှင့်အညီ ဆောင်ရွက်ပေးရန်။

စဉ်	ဆွေး နွေး ဆုံး ဖြတ် ချက် များ	ဆောင်ရွက်ရန်
	ဆွေးနွေးချက်	
၁	ဆိပ်ဖြူမြို့နယ်၊ အလယ်ပိုင်းရပ်ကွက်၊ ကွင်းအမှတ်(၁၁၁၃/ခ)အတွင်းရှိ မြေရှိင်းဧရိယာ (၁၄. ၆၁)ဧကအနက် (၁၀. ၀၀)ဧကအား နှစ်ရှည်ပင် (ဇီး၊ သနပ်ခါး)စိုက်ပျိုးရန်အတွက် မြင်းခြံမြို့၊ အမှတ်(၁၉)ရပ်ကွက်နေ ဦးကိုကိုကြီးက မြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်/အသုံးပြုခွင့်လျှောက်ထားသည့်ကိစ္စအား သဘောထားမှတ်ချက်ပေးရန် ဖြစ်ပါသည်။	
	ဆုံးဖြတ်ချက်	
၁	ကန့်ကွက်ရန်မရှိကြောင်းဆုံးဖြတ်ပါသည်။	လုပ်ငန်းအဖွဲ့
	ဆွေးနွေးချက်	
၂	ဆိပ်ဖြူမြို့နယ်၊ အလယ်ပိုင်းရပ်ကွက်၊ ကွင်းအမှတ်(၁၁၁၃/ခ)အတွင်းရှိ မြေရိုင်းဧရိယာ (၁၁. ၉၅)ဧကအနက် (၁၀. ၀၀)ဧကအား နှစ်ရှည်ပင် (ဇီး၊ သနပ်ခါး)စိုက်ပျိုးရန်အတွက် ဆိပ်ဖြူမြို့၊ ယောဝရပ်ကွက်နေ ဦးမိုးကျော်သူက မြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်/အသုံးပြုခွင့်လျှောက်ထားသည့်ကိစ္စအား သဘောထားမှတ်ချက်ပေးရန် ဖြစ်ပါသည်။	
	ဆုံးဖြတ်ချက်	
၂	ကန့်ကွက်ရန်မရှိကြောင်းဆုံးဖြတ်ပါသည်။	လုပ်ငန်းအဖွဲ့
	ဆွေးနွေးချက်	
၃	မင်းဘူးမြို့နယ်၊ မင်းလှကျင်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၁၂၇၃) အတွင်းရှိတောရိုင်းဧရိယာ(၈၃၆)ဧကအနက် (၇၀၀)ဧကအား နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓာတ်အားပေးစက်ရုံမြေနေရာအဖြစ်အသုံးပြုရန် ရန်ကုန်တိုင်းဒေသကြီး၊ ဗဟန်းမြို့နယ်နေ ဦးအောင်သီဟ(အုပ်ချုပ်မှုဒါရိုက်တာ၊ AVA Capital Trading Ltd)ကမြေလွတ်၊ မြေရိုင်းလုပ်ပိုင်ခွင့်/အသုံးပြုခွင့် လျှောက်ထားသည့်ကိစ္စအား သဘောထားမှတ်ချက်ပေးရန် ဖြစ်ပါသည်။	
	ဆုံးဖြတ်ချက်	
၃	ကန့်ကွက်ရန်မရှိကြောင်းဆုံးဖြတ်ပါသည်။	လုပ်ငန်းအဖွဲ့

စဉ်	ဆွေး နွေး ဆုံး ဖြတ် ချက် များ	ဆောင်ရွက်ရန်
၄	<u>ဆွေးနွေးချက်</u> ဝန့်ဝေါမြို့နယ်၊ စပယ်ကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၂၃၁/၃၁၄-ခ) အတွင်းရှိ တောရှိုင်းမြေဧရိယာ (၆. ၀၀)ဧကအား ဦးပေါကြီးမှလည်းကောင်း၊ ပနန်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၂၃၁/၃၁၄-က)အတွင်းရှိ တောရှိုင်းမြေဧရိယာ(၃. ၂၁)ဧကအား ဦးစိုးဝင်းမှလည်းကောင်း၊ ယင်းမာကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၂၃၁/၃၁၄-ဂ)အတွင်းရှိ တောရိုင်းမြေဧရိယာ(၃. ၂၅)ဧကအား ဦးငွေချိုမှလည်းကောင်း၊ စင်ပုံကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၂၃၁/၃၁၄-ဃ)အတွင်းရှိတောရိုင်းမြေဧရိယာ(၂. ၂၉) ဧကအား ဦးကျော်ကျော်မှလည်းကောင်း၊ ဘုန်းတော်ကြီးကျောင်းမြေ နေရာအဖြစ် အသုံးပြုရန်မြေလွတ်၊ မြေရှိုင်းလုပ်ပိုင်ခွင့်/အသုံးပြုခွင့် လျှောက်ထားရန်အတွက် လိုအပ်သောမြေစာရင်းပုံစံ(၁၀၅)ရေးကူးခွင့် ပြုရန်လျှောက်ထားသည့်ကိစ္စအား သဘောထားမှတ်ချက်ပေးရန်ဖြစ် ပါသည်။ <u>ဆုံးဖြတ်ချက်</u>	
၄	ကန့်ကွက်ရန်မရှိကြောင်းဆုံးဖြတ်ပါသည်။	လုပ်ငန်းအဖွဲ့

<u>အစည်းအဝေးရုပ်သိမ်းခြင်း</u>

အစည်းအဝေးကို (၁၆း၀၀)နာရီတွင် ရုပ်သိမ်းပါသည်။

မှတ်တမ်းတင်သူ
(တင်နိုင်ထွန်း၊ အတွင်းရေးမှူး)

စာအမှတ်၊ ၂၁၀၁(က) / မ အ - ၈
ရက် စွဲ ၊ ၂၀၁၆ခုနှစ်၊ ဇွန်လ (၁၆)ရက်

<u>ဖြန့်ဝေခြင်း</u>

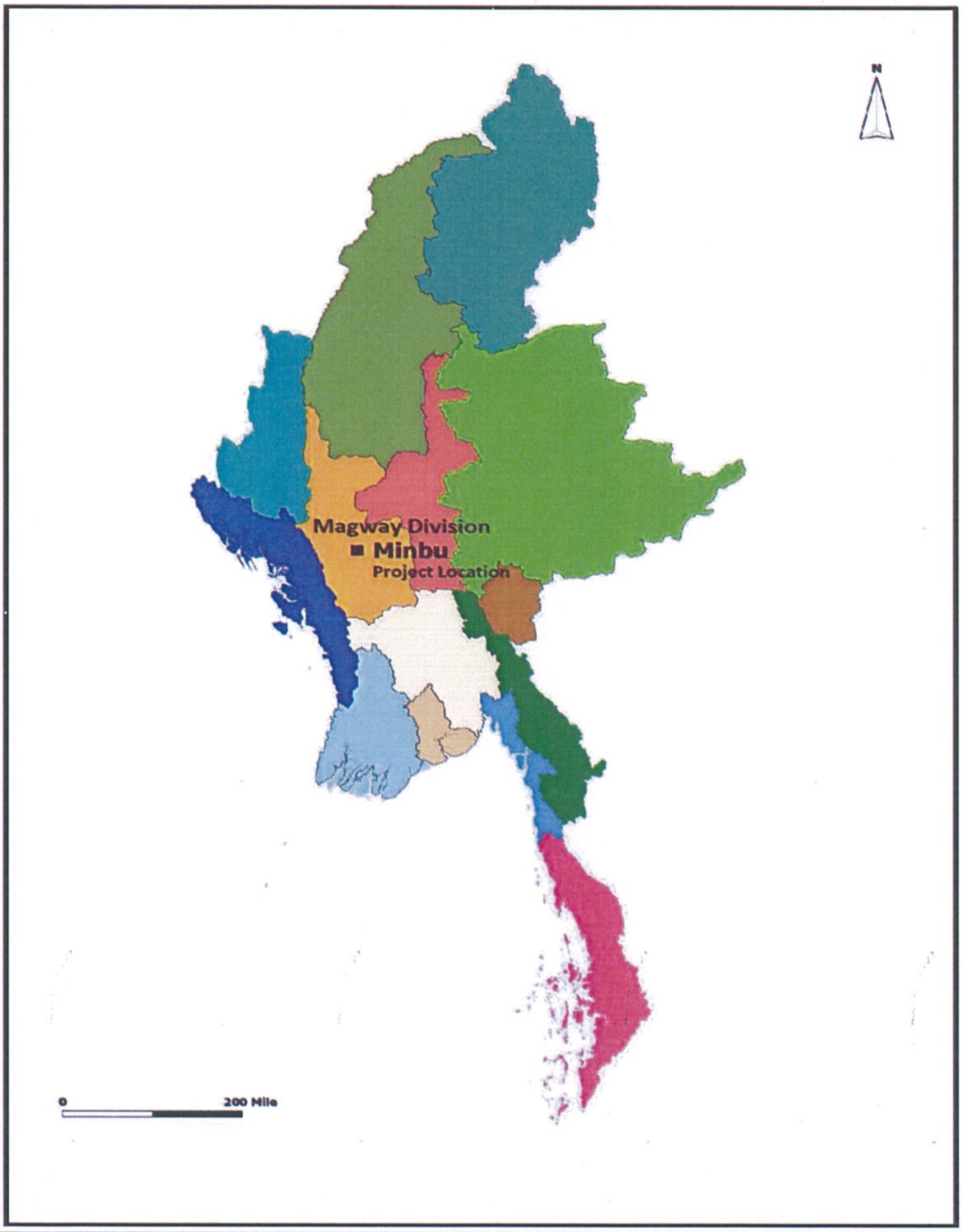
- အစည်းအဝေးတက်ရောက်သည့်ပုဂ္ဂိုလ်များအားလုံး

မိတ္တူကို-

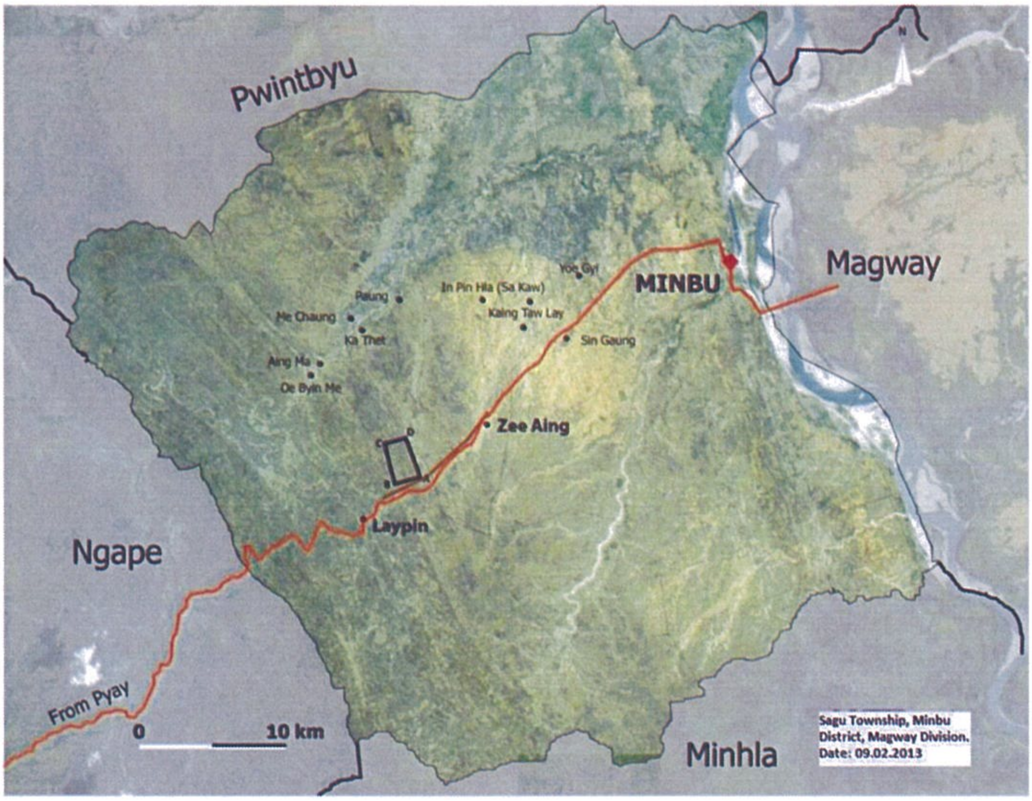
- ဝန်ကြီးချုပ်၊ မကွေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့။
- တိုင်းဒေသကြီးဦးစီးဌာနမှူး၊ လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန ၊ မကွေးမြို့။
- ရုံးလက်ခံ။

GREEN EARTH POWER (THAILAND) COMPANY LIMITED
63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 168-8168 Fax: +662 168-8169

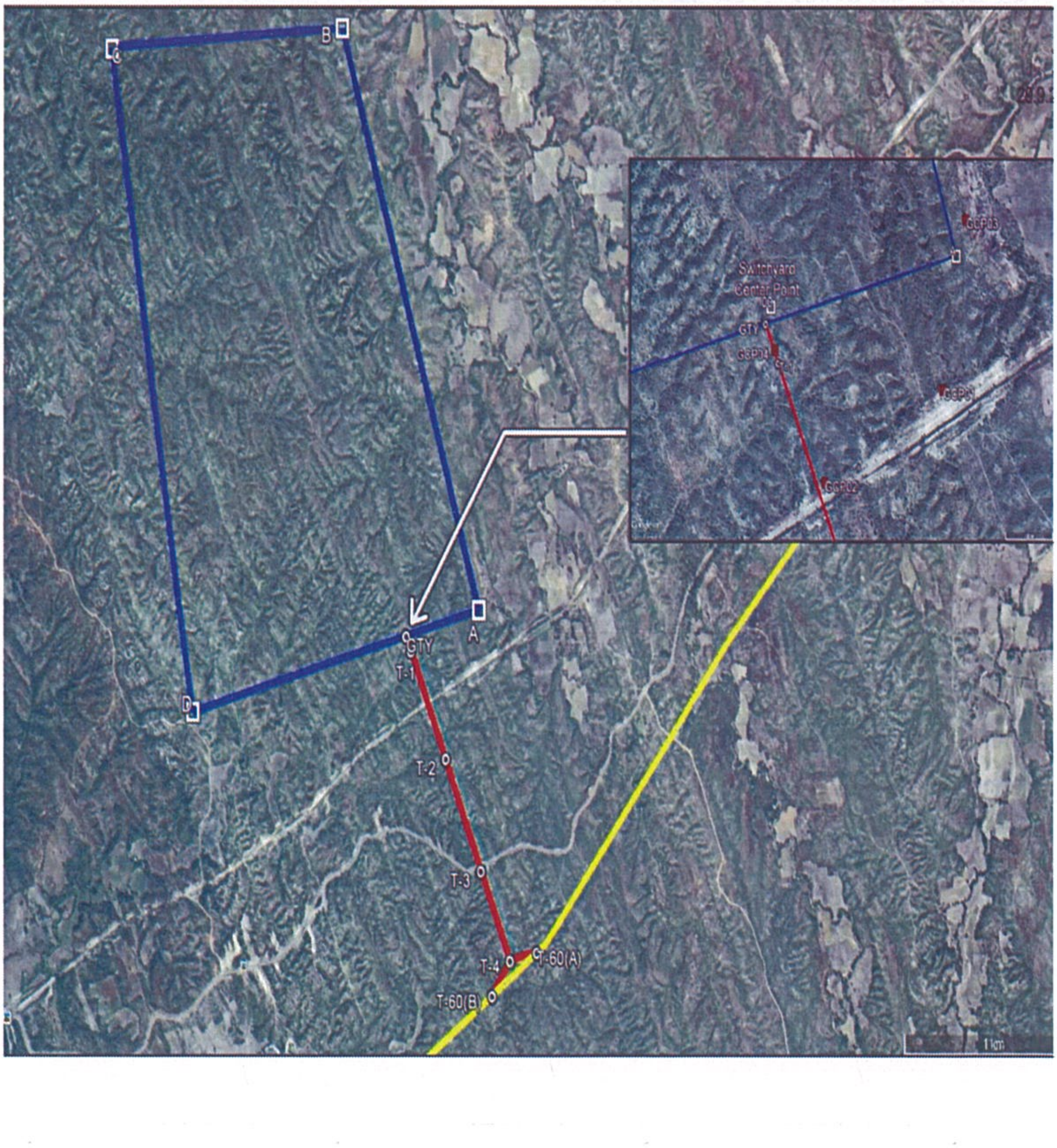
Project Location of 220 MW Solar Power Plant in Myanmar



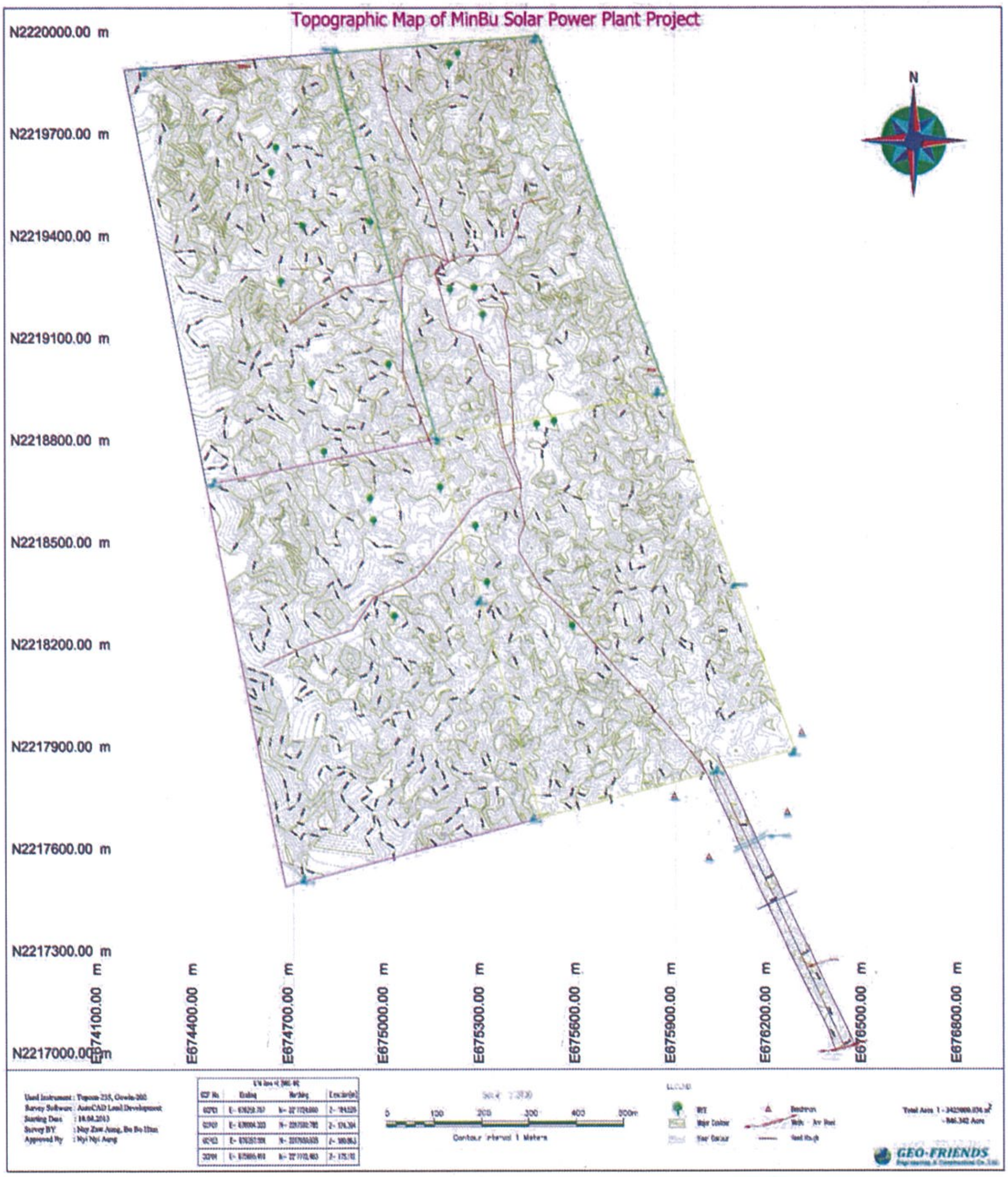
GREEN EARTH POWER (THAILAND) COMPANY LIMITED
63 Athenee Tower, 30th Floor, Suit 3006, Wireless Road,
Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel: +662 168-8168 Fax: +662 168-8169



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Lumpini, Pathumwan, Bangkok 10330, Thailand
Tel 662 168 8168 Fax 662 168 8169

February 22, 2016

Chairman

Myanmar Investment Commission

Yangon

Republic of the Union of Myanmar

UNDERTAKING LETTER

We do hereby undertake to do all the needful arrangements to pay the personal income tax of all staff according to the income tax law and also we are undertaking to comply with the law, orders and notifications of the Union of Myanmar for the time being in force.

Signature: ____________________ Green Earth Power (Thailand) Co., Ltd.

Supasit Pokinjaruras

Promoter and Director of GREEN EARTH POWER (THAILAND) CO., LTD.